Kendall County Board Agenda
Adjourned September Meeting

Kendall County Historic Courthouse
110 W. Madison St, Yorkville, IL 60560
Tuesday November 18, 2025, at 9:00 AM

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Truth in Taxation Public Hearing to Approve Kendall County 2025 Property Tax Levy
8. Special Recognition
    A. A Resolution of Kendall County in Support of the Illinois America 250 Commemoration (p.3)
    B. A Resolution Recognizing the 250th Anniversary of the United States Marine Corps (p.6)
9. Public Comment
10. Consent Agenda
    A. County Board Minutes from October 21, 2025 (p.7)
    B. Standing Committee Meeting Minutes (p.11)
    C. Release of October 30, 2025, Finance and Budget Committee Executive Session Minutes for Review
    D. Release of November 13, 2025, Committee of the Whole Executive Session Minutes for Review
    E. Claims in the amount not to exceed $1,903,719.54 from November 15, 2025
    F. County Health Fund Levy 2025 payable 2026 in an amount not to exceed $1,511,000 (p.22)
    G. Veteran's Assistance Commission Fund Levy 2025 payable 2026 in an amount not to exceed $519,287
    H. Tuberculosis Fund Levy 2025 payable 2026 in an amount not to exceed $30,000
    I. Liability Insurance Fund Levy 2025 payable 2026 in an amount not to exceed $1,691,322
    J. Social Security Fund Levy 2025 payable 2026 in an amount not to exceed $700,000
    K. Illinois Municipal Retirement Fund Levy 2025 payable 2026 in an amount not to exceed $3,300,000
    L. County Highway Fund Levy 2025 payable 2026 in an amount not to exceed $1,850,000
    M. Extension Education Fund Levy 2025 payable 2026 in an amount not to exceed $203,798
    N. Senior Citizen Social Services Fund Levy 2025 payable 2026 in an amount not to exceed $447,404
    O. 708 Mental Health Fund Levy 2025 payable 2026 in an amount not to exceed $1,098,330
    P. General Fund Levy 2025 payable 2026 in an amount not to exceed $17,494,625
    Q. Approval of an Ordinance Approving Budget Amendment Number Two for the Kendall County Fiscal Year 2025 Annual Budget and Appropriations (p.48)
    R. Purchase of Nutanix cluster and licensing utilizing a public purchase agreement between Presidio and the Illinois Department of Innovation and Technology in the amount of $188,181.07 (p.63)
    S. Service agreement between Kendall County and Bristol Township for the Provision of Demand Response Transportation (p.67)
    T. The annual purchase of 12,000 gallons of unleaded gas and 20,000 gallons of diesel fuel from Arneson Oil Company in the amount of $82,308 for FY2026 (p.72)
    U. The 2025 – 2045 Long Range Transportation Plan (p.73)
    V. Revised Leave of Absence Personnel Action Notice Form (p.106)
    W. Property, liability, casualty, auto, and workers' compensation Insurance for 2026 policy year through ICRMT with premiums in an amount not to exceed $894,828 and cyber insurance for 2026 policy year through Tokio Marine HCC with premiums in an amount not to exceed $30,670 (p.108)
    X. Agreement with Alliant Insurance Services, Inc. for Professional Insurance Brokerage and Consulting Services for Property Insurance, Liability Insurance, Cyber Insurance, and Workers' Compensation Insurance in an amount not to exceed $52,500 per year for the period of December 1, 2025, through November 30, 2029 (p.141)
    Y. IDOT Commuter Rail Grant Agreement (p.173)
    Z. 2025 Noxious Weed Annual Report (p.231)

AA. An Ordinance Amending the Kendall County Code Pertaining to Liquor Licenses (p.241)
BB. Amendment to Comprehensive Development Agreement with Fox Fiber (p.263)
CC. Regional Office of Education Employees (p.590)
DD. A Resolution Approving States Attorney FTE Count (p.592)

11. Old Business
12. New Business
13. Elected Officials and Department Reports
    A. Sheriff (Report included in packet p.594)
    B. County Clerk & Recorder (Report included in packet p.600)
    C. Treasurer (Report included in packet p.601)
    D. Clerk of the Court
    E. State's Attorney
    F. Coroner
    G. Health Department
    H. Supervisor of Assessments
    I. Regional Office of Education
    J. EMA
    K. Public Defender (Report included in packet p.602)
    L. VAC
14. Standing Committee Reports
15. Special Committee Reports
16. Liaison Reports
17. Other Business
18. Chairman's Report

Appointments

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

19. Public Comment
20. Questions from the press
21. Executive Session
22. Adjournment

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

Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 11/18/2025
Subject: Support of the Illinois America250 Commemoration
Prepared by: Natalia Borowska, Management Analyst
Department: Administration

Action Requested:
Pass resolution in support of the Illinois America250 commemoration.

Board/Committee Review:
Discussed in 11/13/2025 Committee of the Whole.

Fiscal Impact:
None

Background and Discussion:
The Illinois America250 Commission was established by the Illinois legislature to develop, encourage, and execute an inclusive commemoration and observance of the founding of the United States of America, and Illinois' imperative role in the nation's history. The Commission encourages communities, libraries, schools, local governments, historic societies, cultural institutions and individuals of all ages to develop inclusive commemorations that reflect on Illinois' role in the nation's history and development.

Staff Recommendation:
Approval of the resolution.

Attachments:
Resolution of Kendall County in Support of the Illinois America250 Commemoration

State of Illinois
County of Kendall

RESOLUTION NUMBER 2025 - _____

A RESOLUTION OF KENDALL COUNTY IN SUPPORT OF THE ILLINOIS AMERICA250 COMMEMORATION

WHEREAS, the United States of America will commemorate its 250th anniversary on July 4, 2026, making a historic milestone in the nation's history; and

WHEREAS, on July 4, 1776, the Second Continental Congress formally adopted the Declaration of Independence, asserting the American colonies' freedom from British rule and laying the foundation for the principles of the democracy and self-governance; and

WHEREAS, the U.S. Semiquincentennial Commission, known as the America250 Commission (www.america250.org) was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence, aiming to engage all Americans in commemorating this historic event through educational initiatives.

WHEREAS, the Illinois America250 Commission (www.ilamerica250.org) was established to develop, encourage, and execute an inclusive commemoration and observance of the founding of the United States of America, and Illinois' imperative role in the nation's history; and

WHEREAS, the Illinois America250 Commission encourages communities, libraries, schools, local governments, historic societies, cultural institutions and individuals of all ages to develop inclusive commemorations that reflect on Illinois' role in the nation's history and development; and

WHEREAS, recognizing and supporting the Illinois America250 Commission will help ensure a meaningful and educational commemoration for all residents and future generations; and

WHEREAS, the commemoration provides on opportunity to reflect on the state's historical significance, honor the achievements of its people and inspire civic engagement; and

WHEREAS, Kendall County hereby formally supports the Illinois America250 Commission and its mission to commemorate our nation's 250th anniversary.

NOW, THEREFORE, be it resolves that the Kendall County Board expresses its support for the Illinois America250 Commission, and encourages all Illinois communities to organize and participate in local events leading up to and culminating on July 4, 2026, to celebrate America's 250th anniversary.

PASSED THIS 18th day of November, 2025.

State of Illinois
County of Kendall

APPROVED THIS _____ day of _____, 2025.

Attest:

_____	_____
Kendall County Clerk	Kendall County Board Chairman
Debbie Gillette	Matt Kellogg

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 25 - _____

A RESOLUTION RECOGNIZING THE 250TH ANNIVERSARY OF THE UNITED STATES MARINE CORPS AND HONORING ITS SERVICE AND LEGACY

WHEREAS, the United States Marine Corps has protected citizens and safeguarded the freedom of the Nation for the past 250 years; and

WHEREAS, as the United States has established a position of world leadership, the Marines have consistently proven themselves to be dedicated professionals willing to defend lives and uphold the rights cherished by Americans; and

WHEREAS, Marines are trained to hold their ground against any odds and to remain faithful to God, Country, and Corps, standing ready to respond anytime and anywhere the President or Congress may direct; and

WHEREAS, since its founding on November 10, 1775, in Philadelphia, the term "Marine" has been synonymous with courage, honor, and military excellence; and

WHEREAS, the residents of Kendall County take pride in the County's rich contribution to the Marine Corps tradition and salute the Marines who are serving and have served around the globe;

NOW, THEREFORE, BE IT RESOLVED that the Board of Kendall County hereby recognizes the 250th Anniversary of the United States Marine Corps and honors the service, sacrifice, and enduring legacy of all Marines, past and present.

ADOPTED BY THE COUNTY BOARD THIS 18TH DAY OF NOVEMBER 2025.

Attest

_____ _____

Matt Kellogg
County Board Chairman

Debbie Gillette
County Clerk

KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
October 21, 2025

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, in the City of Yorkville on Tuesday, October 21, 2025, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, and Seth Wormley. Member(s) absent: Elizabeth Flowers and Brooke Shanley.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Bernard Marrow from the Chaplin Program gave the invocation.

THE AGENDA

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

PUBLIC COMMENT

Mike Schoppe spoke about his concerns with the proposed shooting ordinance. Their ability to shoot might now be restricted and he hopes the board will reconsider the proposed ordinance and continue discussion.

Pat McNamara asked the board to contemplate the shooting ordinance, those that live near the property do not have a choice to go somewhere else to live. The ordinance is too vague and needs to be clearer.

Ryan Ottens spoke about data centers; stop progress they will put more weight and strain on the grid. The energy and water usage will be astronomical.

Steven Chiloka spoke about the shooting ordinance and the proximity to the houses. He stated that bullets were hitting trees behind his home, and the shooter does not own the land they were shooting through.

Alina Zielinski stated that she is terrified that they will be able to shoot again by her house. She does not want to take anyone's rights away, but the recklessness needs to stop.

CONSENT AGENDA

Member Koukol moved to approve the consent agenda moving item S to Other Business.

A. Approval of County Board Minutes from September 16, 2025
B. Approval of Committee Meeting Minutes
C. Approval to Release the October 14, 2025, Planning, Building and Zoning Committee Executive Session Review of Minutes
D. Approval of Claims not to exceed $3,462,901.75 from October 15, 2025
E. Approval of Phase II Contingency Reduction #5 Total of $90,595 with revised contract amounts as follows: Lite Construction $2,693,916 ($32,364 increase), Abbey Paving $ 255,720 ($10,550 increase), TSI Flooring $604,306 ($3,827 increase), Omega Plumbing $320,997 ($6,120 increase), Aurora Wiring & Fixture $1,131,686 ($23,526 increase), ASE Illini-Scapes $41,500 ($15,192 decrease) and Otto Baum Company $29,400 ($29,400 increase)
F. Approval for the Purchase of Public Safety Center Video Surveillance System Control Station Upgrades from Security Automation Systems for $55,000
G. Approval of Petition 25-17, a Request from David J. Gilbert on Behalf of Performance Properties, LLC for the Voluntary Revocation of a Special Use Permit for the Sale of Agricultural Products Not Grown on the Premises Granted by Ordinance 2000-22 at 8756 E. Highpoint Road, Yorkville, (PIN: 05-18-400-011) in Kendall Township; Property is Zoned A-1 with a Special Use Permit
H. Approval of Petition 25-20, a Request from Keith A. Rot on Behalf of Edgewood Bank Trust 319 and Rot Rot & Rot Partners for the Voluntary Revocation of a Special Use Permit for a Restricted Landing

Strip Granted by Ordinance 1978-03 on the Properties East of 1237 Plainfield Road, Oswego, (PINs: 03-35-426-001 and 03-35-476-003) in Oswego Township; Property is Split Zoned A-1 and A-1 with a Special Use Permit

I. Approval of a Proposal from WBK Engineering to Complete Work Related to the Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's) Renewal at a Cost Not to Exceed $5,500; Related Invoices to be Paid from the Planning, Building and Zoning Department's Consultant Line Item in the FY25-26 Budget
J. Approval of the 2026 Comprehensive Noxious Weed Work Plan
K. Approval of a Reimbursement Agreement between ANR Pipeline Company and Kendall County related to pipeline improvements for Ridge Road Reconstruction
L. Approval of Resolution adopting the Illinois Department of Transportation's Policy on Establishing and Posting Speed Limits on the State Highway System in Kendall County, Illinois
M. Approval of the Annual Update to the 5-Year Surface Transportation Program
N. Approval of Revised Maintenance I Job Description
O. Approval of Revised Maintenance II Job Description
P. Approval of New Part Time Maintenance I Job Description
Q. Approval of the Temporary Part-Time HRIS Analyst Job Description
R. Approval of Revised Kendall County Organizational Chart and Headcount
S.
T. Approval of the Contingent Excess Construction Cost Agreement not to exceed $3,000,000 (Fox Fiber)
U. Approval of Tyler Technologies EERP SaaS contract through Sourcewell cooperative purchasing contract (#060624-TTI) at a total cost of $159,087

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

D) COMBINED CLAIMS: ADMIN $3,740.80; ANIMAL $25,498.62; ASSESSOR $57,184.96; BOR $255.50; CIR CLK $7,147.99; CIR CRT JDG $11,263.83; CRT SRV $16,378.49; CRNER $4,074.73; CORR $59,852.10; CNTY ADMIN $23,420.28; CNTY BRD $866,861.85; CNTY CLK $9,312.89; HIGHWY $1,843,088.57; ELECT $17,176.24; EMA DIR $126.98; EMA $1,618.63; FCLT MGMT $59,048.69; GIS $1,269.43; HHS $26,358.42; HR $341.26; JURY $277.11; MERIT $12,222.68; PBZ $2,564.55; POST $40,000.00; PRES JDG $15,997.88; PROB SPVSR $17,523.74; PUB DEF $222.08; SHRF $104,048.83; ST ATTNY $10,638.33; TECH $46,084.36; TREAS $13.98; UTIL $22,477.87; VET $1,266.59; FORST $140,232.03; SHRF $45,864.78; SHRF $58,507.82; SHRF $51,170.89.

H) A complete copy of Ordinance 25-20 is available in the Office of the County Clerk.
I) A complete copy of Ordinance 25-21 is available in the Office of the County Clerk.
J) A complete copy of IGAM 25-56 is available in the Office of the County Clerk.
H) A complete copy of IGAM 25-50 is available in the Office of the County Clerk.
L) A complete copy of IGAM 25-57 is available in the Office of the County Clerk.
M) A complete copy of Resolution 25-36 is available in the Office of the County Clerk.
T) A complete copy of IGAM 25-58 is available in the Office of the County Clerk.
U) A complete copy of IGAM 25-59 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Undersheriff Richardson reviewed the monthly report in the packet. He thanked Animal Control and the State's Attorney's Office for their help with the roosters.

County Clerk & Recorder

Revenue Report		**9/1/25-9/30/25**	**9/1/24-9/30/24**	**9/1/23-9/30/23**
Line Item	**Fund**	**Revenue**	**Revenue**	**Revenue**
CLKFEE	County Clerk Fees	$694.00	$589.00	$591.50
MARFEE	County Clerk Fees - Marriage License	$2,610.00	$2,220.00	$2,280.00
CIVFEE	County Clerk Fees - Civil Union	$30.00	$0.00	$30.00
ASSUME	County Clerk Fees - Assumed Name	$35.00	$45.00	$25.00
CRTCOP	County Clerk Fees - Certified Copy	$2,349.00	$2,260.00	$1,666.00
MISINC	County Clerk Fees - Misc	$51.00	$35.00	$3.00
	County Clerk Fees - Misc Total	$5,769.00	$5,149.00	$4,595.50
RECFEE	County Clerk Fees - Recording	$26,783.00	$22,245.00	$21,609.00

	Total County Clerk Fees	$32,552.00	$27,394.00	$26,204.50
CTYREV	County Revenue	$57,188.25	$53,337.00	$48,644.25
DCSTOR	Doc Storage	$25,079.01	$19,354.55	$12,570.50
GISMAP	GIS Mapping	$46,650.00	$40,170.00	$39,930.00
GISRCD	GIS Recording	$6,930.25	$8,135.50	$2,662.00
INTRST	Interest	$119.31	$71.50	$89.28
RECMIS	Recorder's Misc	$6,326.50	$3,408.75	$706.50
RHSP	RHSP/Housing Surcharge	$24,984.00	$21,204.00	$21,294.00
TAXCRT	Tax Certificate Fee	$720.00	$320.00	$960.00
TAXFEE	Tax Sale Fees		$50.00	
PSTFEE	Postage Fees	$121.00	$29.55	
CK # 20062	To KC Treasurer	$200,670.32	$173,474.85	$153,061.03

Treasurer

Treasurer Jill Ferko informed the board of the tax sale, the report is in the packet.

Clerk of the Court

Circuit Clerk Matt Prochaska reviewed the report in the packet.

Coroner

The report is included in the packet.

Health Department

Executive Director RaeAnn Van Gundy introduced her team, and they spoke about the lung cancer awareness month. Rush Copley has screening available.

Supervisor of Assessments

Chief Assessor Andy Nicoletti stated that they are waiting for appeals to be finalized.

Regional Office of Education

Meghan Martin spoke about updating the website, successful completion of the audit, safety and security meetings and trailer, and safety products.

EMA

EMA Director Roger Bonuchi stated that they have been asked to assist in several search & rescues.

VAC

Superintendent Tim Stubinger presented the September report.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 25-04

Member Koukol moved to Approve Petition 25-04, a Request from Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner) for a Special Use Permit for a Commercial Solar Energy Facility and Variance to Section 36-282(17)(a) of the Kendall County Code to Allow a Commercial Solar Energy Facility on Land within One Point Five (1.5) Miles of Municipality without an Annexation Agreement at the Property Between 9417 and 9221 Corneils Road, Bristol, (PIN: 02-09-400-007) in Bristol Township; Property is Zoned A-1. Member Bachmann seconded the motion.

A complete copy of Ordinance 25-22 is available in the Office of the County Clerk.

OTHER BUSINESS

Residential Area Shooting Ordinance

Member DeBolt moved to table the Residential Area Shooting Ordinance item until the December 11, 2025, Committee of the Whole Meeting. Member Koukol seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

CHAIRMAN'S REPORT

Member DeBolt moved to approve the appointment(s) removing Dale Konicek. Member Peterson seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Appointments
Eric Bernacki – Regional Plan Commission – 3 Year Term – October 2028

ADJOURNMENT

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

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

COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES AND INSURANCE COMMITTEE
Meeting Minutes for Monday, October 6, 2025, at 5:30 P.M.

Call to Order

The meeting was called to order by Committee Vice Chair Jason Peterson at 5:30 P.M.

Roll Call

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Absent	Absent	
Jason Peterson	Present	5:30	
Elizabeth Flowers	Absent	5:30	
Zach Bachmann	Absent	5:30	
Matt Kellogg	Present	5:30	

Others Present: County Administrator Christina Burns, Human Resources Director Leslie Johnson, and Human Resources Generalist Yohantz Miggins

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

Approval of Minutes for the August 4, 2025, Human Resources & Insurance Committee Meeting: Member Peterson asked for voice vote on motion. Member Zach Bachmann made motion to approve the agenda, second by Member Elizabeth Flowers. **With all present members voting aye, the motion carried.**

Committee Reports and Updates:

A. Monthly Benefits Report:

The Kendall County Treasurer's Office prepared the Monthly Benefits Report, which can be found on pages 6 and 7 of the packet.

B. Monthly Human Resources Department Report:

Human Resources Director Leslie Johnson provided the monthly Human Resources Department Report. Director Johnson reported that all applications for 2026 property, liability, workers' compensation, cyber, and auto insurance proposals have been completed. Staff will review the insurance proposals received and will update the Committee during the November meeting. With Payton Karlovich's recent departure, Brenda Benz was promoted to the position of Payroll Specialist. Director Johnson also updated the Committee about ongoing discussions between the County and the Kendall County Forest Preserve District about the Human Resources providing

HR services to the Forest Preserve. Member Jason Peterson asked Director Johnson if the Human Resources Department has enough staff to provide these services to the Forest Preserve District. Member Kellogg responded that the Forest Preserve District has set aside $40,000 in their budget to assist with staffing in the Human Resources Department.

New Committee Business:

A. Approval of Revised Maintenance I Job Description

Member Bachmann made a motion to forward the Revised Maintenance I job description to the County Board for approval, second by Member Flowers. **With all present members voting aye, the motion carried.**

B. Approval of Revised Maintenance II Job Description

Member Bachmann made a motion to forward the Revised Maintenance II job description to the County Board for approval, second by Member Kellogg. **With all present members voting aye, the motion carried.**

C. Approval of New Part Time Maintenance Technician Job Description

Member Kellogg made a motion to forward the new Part Time Maintenance Technician job description to the County Board for approval, second by Member Bachmann. **With all present members voting aye, the motion carried.**

D. Approval of New Senior Human Resources Generalist Job Description

Member Kellogg made a motion to forward the new Senior Human Resources Generalist job description to the County Board for approval, second by Member Flowers. **With all present members voting aye, the motion carried.**

E. Approval of Revised Kendall County Organizational Chart and Headcount

Member Flowers made motion to forward the Revised Kendall County Organizational Chart and Headcount to the County Board for approval, second by Member Bachmann. **With all present members voting aye, the motion carried**

F. Discussion of Possible New ERP Analyst Position

County Administrator Burns informed the Committee that Payroll Specialist Payton Karlovich recently resigned from her full-time position with Kendall County. Ms. Karlovich has expressed interest in continuing part-time employment with the County, not to exceed 20 hours per week, to assist with the transition of responsibilities—particularly knowledge of the Tyler Munis system—to the newly hired Payroll Specialist, Brenda Benz. Administrator Burns noted that Ms. Karlovich played a key role in the development and implementation of Executime and several components of the Tyler Munis Human Capital Management (HCM) modules. Given the specialized nature of

her work and expertise, Administrator Burns proposed the creation of a part-time, temporary HRIS Analyst position, to be offered to Ms. Karlovich. Human Resources Director Leslie Johnson explained that in this proposed role, Ms. Karlovich would facilitate knowledge transfer to County staff and assist the Human Resources Department in building out additional Human Capital Management (HCM) modules within Tyler Munis. These modules would support core human resource functions such as FMLA tracking, recruitment, workflow documentation, and various administrative tasks. Their implementation is expected to benefit multiple departments and elected offices by streamlining administrative processes and reducing reliance on paper forms through automation within the Tyler Munis system. In response to Member Peterson's inquiry regarding the expected timeline, Administrator Burns indicated the position would be temporary, lasting approximately three to six months. Committee Member Flowers asked about the remote work structure. Administrator Burns confirmed the role would offer flexibility. Director Johnson stated the position would be fully remote, with occasional in-office presence only as needed to complete specific tasks. Administrator Burns requested the Committee's consensus on whether staff should proceed with drafting a job description for the temporary HRIS Analyst position and presenting it at the next Committee of the Whole meeting for further review and discussion. The Committee expressed consensus for staff to move forward with this request. Administrator Burns stated that staff would email Committee members a draft of the job description ahead of the Committee of the Whole meeting.

Old Committee Business:

None

Chairman's Report:

None

Public Comment:

None

Executive Session:

A. Review of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by section 2.06, 5ILCS 120-2/21.

A motion was made by Member Flowers to enter executive session for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06 (5 ILCS 120/2(21)). The motion was seconded by Member Bachmann. A roll call vote was held. With all members present voting aye, the motion carried. Those present entered executive session at 5:48 P.M. The Committee returned to regular session at 5:49 P.M.

Items for the October 16, 2025, Committee of the Whole Meeting:

1. New Part-Time, Temporary HRIS Analyst Job Description

Items for October 21, 2025, County Board Meeting:

Per the Committee's direction, the following action items are to be placed on the consent agenda for the October 21, 2025, County Board meeting:

1. Revised Maintenance I Job Description
2. Revised Maintenance II Job Description
3. New Part Time Maintenance Part Time Maintenance I Job Description
4. New Senior Human Resources Generalist Job Description
5. Revised Kendall County Organization Chart and Headcount

Adjournment – Member Flowers made a motion to adjourn, second by Member Bachmann. **With all present members voting aye, the motion carried. The meeting was adjourned at 5:51 P.M.**

Respectfully submitted,
Yohantz Miggins
Human Resources Generalist

HIGHWAY COMMITTEE MINUTES

DATE: October 14, 2025
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Jason Peterson, Dan Koukol, and Scott Gengler
STAFF PRESENT: Michele Riley and Francis Klaas
ALSO PRESENT:

The committee meeting convened at 3:30 P.M. with roll call of committee members. Bachmann and Shanley absent. Quorum established.

Motion Koukol; second Gengler, to approve the agenda. Motion approved unanimously.

Motion Gengler; second Koukol, to approve the Highway Committee minutes from August 12, 2025. Motion approved unanimously.

Motion Koukol; second Gengler, to recommend approval of a reimbursement agreement between ANR Pipeline Company and Kendall County related to pipeline improvements for Ridge Road Reconstruction. Klaas described the agreement as work that the pipeline must do to extend casings on their two pipelines south of U.S. Rte. 52 due to the upcoming Ridge Road reconstruction. Typically, utilities located in the existing r.o.w. would have to move their facilities at no cost to the County; but in this case, the pipelines had existing easements in the areas where the County acquired new right-of-way. For that reason, the County is liable for the cost of the relocation or safety improvements. ANR started at $4 million for the proposed work, but through negotiations with their attorneys, the State's Attorney Office was able to reduce that number to $800,000. Klaas reminded the committee that the bad news is that there are 8 pipelines on this project, and this agreement only deals with 2 of them. So there will be more costs associated with pipeline improvements. Motion approved unanimously by voice vote.

Motion Gengler; second Koukol to recommend approval of a resolution adopting the Illinois Department of Transportation's Policy on Establishing and Posting Speed Limits on the State Highway System in Kendall County, Illinois. Koukol asked if this was something new. Klaas stated that IDOT adopted a new policy after the Manual on Uniform Traffic Control Devices had recently been updated. The new policy takes into account and puts emphasis on the context of the roadway being evaluated instead of using just the 85th percentile speed as the predominant factor in setting altered speed limits. IDOT recommends that local agencies adopt this policy for consistency across all roadway jurisdictions. The committee had previously discussed some altered speed limits in the Oswego area; but Klaas didn't want to address those issues without first adopting the new policy. Koukol asked if the County would be setting speed limits on State Highways. Klaas said that the County can only set speed limits on county highways and township highways. The County is simply adopting the State's Policy and applying it to other local roadways. Gengler asked if we had a policy previously. Klaas stated that we did, in fact, have a speed limit policy, but thought it would be best to adopt the new policy and stay consistent with all other jurisdictions. Koukol confirmed that townships would still have to come to the County to request altered speed limits on their roadways. Peterson said that he gets complaints about the 30 mph speed limit on Collins Road east of the new roundabout. Koukol

indicated that this area was the Village of Oswego, and they are writing tickets for people going in excess of 25 mph over the speed limit. Klaas discussed the speed limits between the two roundabouts on Collins Road. He thought the speed from the Grove Road roundabout to Blue Heron Drive should be 35 mph, not 30 mph. West of Blue Heron the 45 mph posted speed is appropriate. Committee agreed 35 mph would be appropriate considering the new improvements and the setbacks on the pedestrian trail. Peterson indicated that once the new policy is adopted, the County would be able to address some of the outstanding requests for altered speed limits in the Oswego area. Gengler wondered what would happen if the County didn't adopt the new policy. Klaas thought it might open the County up to more legal challenges if the County wasn't following the new MUTCD, and he felt strongly that the County should adopt the new policy for consistency. Motion approved unanimously by voice vote.

Motion Koukol; second Gengler, to recommend approval of the Annual Update to the 5-Year Surface Transportation Program. Klaas discussed the new plan. He confirmed that the Plainfield Road intersection improvements have been moved up to 2028. He also pointed out the 2 new intersection improvements proposed on Millington Road. Peterson discussed the many accidents he has witnessed growing up in that area along Millington Road. He just didn't think you could stop people from crashing at these intersections without some kind of major improvement, indicating all the different safety improvements the County has tried to implement so far… with little success. He anticipated getting complaints from truckers going north and south, who would have to slow down at these intersections. Gengler commented that it's slow down or risk lives. Klaas said that this is the balance and why the committee's work is so important; using the County's resources and applying them in the most important locations. The committee discussed how expensive these roundabouts would be. Klaas thought they would cost in the neighborhood of $1 million each. Peterson wanted to know if we had data indicating the cause of the crashes on Millington Road. Klaas indicated that he had reports at both of the intersections and could get that information to the Chairman. Gengler asked about the timing of widening proposed on Galena Road east of Route 47. Klaas couldn't remember exactly when that project was originally programmed. He discussed some of the specific improvements that might be planned for that project, and indicated that it would be a little easier now that all the major intersections had already been widened. Committee also discussed the planned improvements at Little Rock Road and Galena Road, as well as the proposed roundabout at Little Rock Road and Creek Road. After further consideration, the motion was approved unanimously by voice vote.

In other business, Klaas provided a draft copy of the Long-Range Transportation Plan to committee members. He indicated that the Plan is typically approved by the County Board in November. He stated that he'll get a final draft out to the committee in the next week. Peterson asked when the Plan would be made public. Klaas said that it would be on the Highway Committee and County Board agendas in November. The Committee confirmed that the meeting for November would be held on November 10th instead of Tuesday, November 11th, due to Veteran's Day.

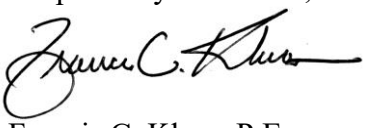
Motion Gengler; second Koukol, to forward Highway Department bills for the month of October in the amount of $1,843,088.57 to the Finance Committee for approval. Peterson asked about the inventory of road salt. Klaas stated that he was recently notified by CMS that the County's contract price had been set at around $71/ton. Peterson asked if we had multi-year contracts for salt. Klaas indicated that CMS only does annual contracts. Koukol asked if we didn't have multi-year contracts in the past. Klaas said that the County had previously gone back and forth

between CMS contracts and County contracts; but they had never been multi-year. Motion approved unanimously.

Gengler asked if the Minkler Road Bridge is Village of Oswego's jurisdiction. Klaas confirmed that it is. Peterson stated that people are very excited that the bridge is now open. He also said that he has received many compliments on the smooth ride now that the roadway has all been resurfaced.

Motion Gengler; second Koukol to adjourn the meeting at 4:01 PM. Motion carried unanimously.

Respectfully submitted,



Francis C. Klaas, P.E.
Kendall County Engineer

Action Items

1. Reimbursement Agreement between ANR Pipeline Company and Kendall County related to pipeline improvements for Ridge Road Reconstruction

2. Resolution adopting the Illinois Department of Transportation's Policy on Establishing and Posting Speed Limits on the State Highway System in Kendall County, Illinois

3. Annual Update to the 5-Year Surface Transportation Program

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, October 16, 2025, at 4:00 p.m.
Meeting Minutes

Call to Order and Pledge of Allegiance - The Committee of the Whole meeting was called to order at 4:30 pm by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Here		
Brian DeBolt	Absent		
Elizabeth Flowers	Here		
Dan Koukol	Absent		
Jason Peterson	Absent		
Ruben Rodriguez	Here		
Brooke Shanley	Absent		
Seth Wormley	Here		

With six (6) members present a quorum was established.

Staff Present: Christina Burns (County Administrator), Latreese Caldwell (Deputy County Administrator), Natalia Borowska (Management Analyst), Jennifer Breault (Finance & Budget Analyst), Leslie Johnson (Human Resource Director), Dan Polvere (Facilities Management Director), Luke Prisco (Assistant Facilities Management Director), Eric Weis (States Attorney), Dwight Baird (Sheriff)

Approval of Agenda – Member Rodriguez made a motion to amend the agenda Seconded by Member Bachmann. With six (6) members present voting aye, the motion was carried by a vote of 6-0.

Approval to Forward Claims to County Board – Motion made by Member Flowers, seconded by Member Bachmann to forward claims to the next County Board meeting. With six (6) members present voting aye, the motion was carried by a vote of 6 -0.

Committee Reports and Updates – None

New Committee Business

A. Firearms and Residential Area Shooting Ordinance – The Sheriff informed the committee that this ordinance has been enacted as a tool to promote safety in unincorporated residential areas. It does not regulate hunting activities. Board members expressed their support for the ordinance and encourages the public to review the document to gain a clear understanding of its provisions.

Member Rodriguez made a motion to Forward to County Board for approval. Second, by Member Bachmann. With six (6) members present voting aye, the motion was carried by a vote of 6-0.

B. Fiscal Year 2026 Budget Discussion

i. 708 Mental Health Presentation –Robin Vickers, President of 708 Community Mental Health presented to the board regarding its functions and the funding process. The 708 Community Mental Health Board utilizes a scoring rubric to evaluate and score agencies' funding applications. Agencies who have received funding include Health and Human services, Family Counseling, Associates for Individual Development, Open Door, Mutual Ground, Suicide Prevention, Easter Seals, Probation Court Services, and Kendall County Problem Solving Court.

Mr. Wormely had several questions regarding the eligibility requirements and criteria for fund distribution, as well as compliance with the Open Meetings Act. He expressed concerns that Kendall County Court Appointed Special Advocates (CASA) is not receiving any funding and highlighted the importance of services for children involved with CASA. Ms. Vickers explained that this is because CASA is not categorized as a direct service provider for Mental Health Services. Mr. Wormley also expressed concerns regarding the posting of meeting dates and minutes on the website for public access, emphasizing the importance of compliance. Ms. Vickers explained that there was some confusion over which website was correct and assured the committee that the issue was resolved. She also stated she will continue working with staff to ensure information is kept up to date.

ii. Regional Office of Education Presentation – Meghan Martin the Superintendent of the Regional Office of Education (ROE) presented to the board. Ms. Martin gave a brief overview and background, including the goals for 2026. The role of the ROE is to promote quality education for the students and citizens of Illinois, provide educational leadership to influence policy, and deliver educational services effectively for the benefit of Illinois school districts, other educational organizations, and clients of all ages within the educational system. The goals for 2026 include providing teachers with additional opportunities for professional development, maintaining the strength of the PAASSS partnership, and expanding the IRIS system (the Referral and Intake Platform). ROE also aims to complete the FY25 audit on schedule, continue refining their financial processes to ensure efficiency, accuracy, and transparency, and improve their website for easier access to current information. Additionally, they are exploring the ALOP grant opportunity with plans to submit their application by June 2026. County funds help support salaries

for the Regional Superintendent, the Assistant Superintendent and the Administrative – Licensure Specialists.

iii. CASA Presentation – Sydney Haman, President and Heidi Baird, Executive Director of CASA provided the committee with an overview and background on the organization. CASA is a nonprofit organization dedicated to advocating for the best interests of children who have experienced abuse and neglect. Currently, CASA has 56 advocates, with 45 actively engaged. The 2026 goals include expanding the program by increasing new advocate recruitment by 10% annually, strengthening the organization's core by hiring a new program manager, and raising awareness of the CASA Program within Kendall County. CASA is seeking funding to support training, legal fees, recruitment efforts, and healthcare costs.

Jennifer Breault, Finance and Budget Analyst, updated the committee on the $118 million Fiscal Year 2026 Tentative Budget, which includes funding requests for approximately 100 funds. These requests, submitted by Department Heads and Elected Officials, are designated to support operations, capital projects, and debt service for FY26. The General Fund serves as the primary operating fund for the County. For Fiscal Year 2026, the total requests for the General Fund amount to $35,512,142, resulting in a current deficit of ($1,983,452).

C. Fiscal Year 2026 Capital Discussion

County Administrator, Christina Burns, briefed the committee on the $5.7M Fiscal Year 2026 Capital Budget, which covers funding requests for capital improvements across the county. These requests, submitted by Kendall County Departments and Elected Offices, will fund both capital upgrades (excluding roads and bridges) and new building projects for FY26.

The three main capital funds for Kendall County and their requested amounts are:
- Building Fund 1401: $2,810,000
- Capital Improvement Fund 1402: $764,860
- Public Safety Capital Improvement Fund 1404: $2,124,929

D. Temporary, Part-Time HRIS Analyst Job Description

The Part-time HRIS Analyst role within the Human Resources Department is intended to support the ongoing implementation of the remaining Human Capital Management (HCM) modules and workflows in the Tyler Munis system. Additionally, the HRIS Analyst would provide training to existing HR Department staff on the development, execution, and administration of these modules and workflows. Pending approval, the position would be limited to a maximum of 20 hours per week and have a duration of 3 to 6 months.

Member Flowers made a motion to Forward to County Board for approval. Second, by Member Bachmann. With six (6) members present voting aye, the motion was carried by a vote of 6-0.

E. Contingent Excess Construction Cost Agreement not to exceed $3,000,000 (Fox Fiber)

Member Zach Bachmann informed the committee that the proposed Contingency Excess Agreement would involve the County providing a loan of up to $3,000,000 during the construction phase to complete the project. The terms of the loan feature a 10-year repayment period with a 10 percent interest rate. Additionally, Pivot and Municipal Capital Markets are deferring a total of $600,000 in fees, which will be utilized prior to any County funding being required. The agreement clarifies that there is no obligation for the County to levy taxes to support the loan, as it remains subject to County Board approval. This agreement pertains solely to the construction phase and does not extend to ongoing operations.

Member Bachmann made a motion to Forward to County Board for approval. Second, by Member Bachmann. With six (6) members present voting aye, the motion was carried by a vote of 6-0.

Old Committee Business – None

Department Head and Elected Officials Reports – None

Questions from the media - None

Chairman's Report –

Appointments

Dale Konicek – Rob Roy Drainage District – 3 Year Term – Expires September 2028
Eric Bernacki – Regional Plan Commission – 3 Year Term – Expires September 2028

Public Comment –None

Action Items for County Board

- Consent Agenda
- Approval of Claims
- Firearms and Residential Area Shooting Ordinance
- Temporary, Part-Time HRIS Analyst Job Description
- Contingent Excess Construction Cost Agreement
- Appointments

Adjournment – Member Flowers made a motion to adjourn the meeting, second by Member Wormley. With six (6) members present voting aye, the meeting adjourned at 5:37 p.m.

Respectfully Submitted,
Nancy Villa
Executive Administrative Assistant

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 11/18/2025

Subject: **County of Kendall, Illinois Tax Year 2025 Levy Resolution**

Prepared by: **Latreese Calwell, Deputy County Administrator**

Department: **Administration**

Action Requested:

Approve County of Kendall, Illinois Tax Year 2025 Levy Resolution

Board/Committee Review:

November 4, 2025, County Board Meeting

Fiscal impact:

2025 Levy $28,845,766 Property Tax

Background and Discussion:

The Kendall County Board approved the FY26 Kendall County Annual Budget on November 4, 2025. This budget included the approval of $28,845,766 of property tax levy.

The 2025 Kendall County Property Tax levy rate for the FY26 Annual Budget is .50219% This rate is 4.9% less than the 2024 levy rate of .52808%. Kendall County's 2025 levy rate accounts for approximately 6.6% of the overall tax bill for a Kendall County citizen. Kendall County's tax levy rate has declined for over a decade.

Staff Recommendation:

Approve the County of Kendall, Illinois Tax Year 2025 Levy Resolution in an amount of $28,845,766.

Attachments:

Kendall County Property Tax Rate

Kendall County Property Tax Rate

The estimated property tax rate is calculated using the formula:

$$\frac{Current\ Year Levy\ *100}{Prior\ Year\ EAV}$$

$$\frac{\$28,845,766*100}{\$5.74\ B} = .50219 \qquad \frac{\$27,501,479\ *100}{\$5.21\ B} = .52808$$

Fund	Maximum Rate	FY26 Budget FY25 Est. Levy	FY26 Budget FY20 Est. Rate	FY25 Budget FY24 Levy	FY25 Budget FY24 Tax Rate
General Fund		17,494,625	*0.30457*	16,343,195	*0.31382*
IMRF		3,300,000	*0.05745*	2,620,577	*0.05032*
Social Security		700,000	*0.01219*	1,200,404	*0.02305*
County Highway Fund	0.200	1,850,000	*0.03221*	1,500,374	*0.02881*
Liability Insurance Fund		1,691,322	*0.02945*	1,537,871	*0.02953*
708 Mental Health Fund	0.050	1,098,330	*0.01912*	1,098,330	*0.02109*
Health & Human Services Fund	0.100	1,511,000	*0.02631*	1,511,311	*0.02902*
County Bridge Fund	0.250	-	*0.00000*	500,472	*0.00961*
Veterans Assistance CMMS.	0.020	519,287	*0.00904*	519,741	*0.00998*
Social Services for Seniors Fund	0.025	447,404	*0.00779*	406,731	*0.00781*
Extension Education Fund	0.050	203,798	*0.00355*	197,897	*0.00380*
Tuberculosis Fund	0.050	30,000	*0.00052*	30,205	*0.00058*
Total Capped Levies		*28,845,766*	*0.50219*	*27,467,108*	*0.52742*
Total Uncapped Levies				*34,372*	*0.00066*
Total Levies		*28,845,766*	*0.50219*	*27,501,479*	*0.52808*

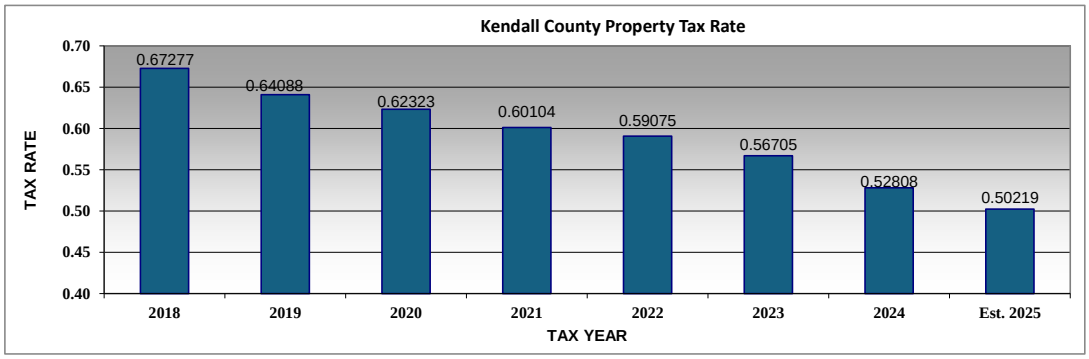
Property Tax Bill - Village of Oswego Example	2025 Levy; FY26 Budget Rate per $100	2025 Levy; FY26 Budget %Change	2024 Levy; FY25 Budget Rate per $100	2024 Levy; FY25 Budget % of Total
Kendall County	**0.50219**	**-4.90%**	**0.52808**	**6.56%**
Oswego School District #308			5.37282	66.77%
Oswego FPD			0.68350	8.49%
Waubonsee JC #516			0.41827	5.20%
Oswegoland Park District			0.38046	4.73%
Oswego Library District			0.22520	2.80%
Village of Oswego			0.13171	1.64%
Forest Preserve			0.13040	1.62%
Oswego Road District			0.12597	1.57%
Oswego Township			0.05085	0.63%
Total			8.04726	100.00%

Estimated Kendall County Property Tax - Residential Home



The estimated property tax can be calculated using the formula:
Assessed Value / 3 / $100 * Tax Rate = Estimated Property Tax

	2025 Levy; FY26 Budget	2024 Levy; FY25 Budget
Residential Home Assessed Value $300,000	$300,000	$300,000
Taxable Assessed Value = 1/3	$100,000	$100,000
Taxable Assessed Value per $100	$1,000	$1,000
Rate per $100	0.50219	0.52808
Estimated Tax	$502.19	$528.08
Estimated Tax Decrease	($25.89)	



County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

HEALTH AND HUMAN SERVICES FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund, Health and Human Services Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Salaries	$1,511,000
Total	$1,511,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION FIVE HUNDRED ELEVEN THOUSAND DOLLARS ($ 1,511,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2025, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026, inclusive.

_____
Finance Committee Chairman

_____ _____
Finance Committee Member Finance Committee Member

_____ _____
Finance Committee Member Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

HEALTH AND HUMAN SERVICES FUND LEVY
(Continued)

RESOLUTION: TAX LEVY, HEALTH AND HUMAN SERVICES DEPARTMENT FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building, Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION FIVE HUNDRED ELEVEN THOUSAND DOLLARS ($1,511,000).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board	Debbie Gillette County Clerk and Clerk of the County Board of Kendall County, State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

VETERAN'S ASSISTANCE COMMISSION FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund, Kendall County Veteran's Assistance Commission Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to wit:

VAC	$ 519,287
Total	$ 519,287

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of FIVE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS ($519,287) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2025, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026 inclusive.

_____
Finance Committee Chairman

_____ _____
Finance Committee Member Finance Committee Member

_____ _____
Finance Committee Member Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

VETERAN'S ASSISTANCE COMMISSION FUND LEVY

(Continued)

RESOLUTION: TAX LEVY, VETERAN'S ASSISTANCE COMMISSION FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of FIVE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS ($519,287).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

TUBERCULOSIS FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation, for levy fund Tuberculosis Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to wit:

Tuberculosis Expenditures	$ 30,000
Total	$ 30,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of THIRTY THOUSAND DOLLARS ($30,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2025 in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026 inclusive.

_____
Finance Committee Chairman

_____ _____
Finance Committee Member Finance Committee Member

_____ _____
Finance Committee Member Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

TUBERCULOSIS FUND LEVY
(Continued)

RESOLUTION: TAX LEVY, TUBERCULOSIS FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of THIRTY THOUSAND DOLLARS ($30,000).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

LIABILITY INSURANCE FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Liability Insurance Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Insurance premiums and claims	$ 1,691,322
Total	$ 1,691,322

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION SIX HUNDRED NINETY-ONE THOUSAND THREE HUNDRED TWENTY TWO DOLLARS ($1,691,322) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2025, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026, inclusive.

_____
Finance Committee Chairman

_____ _____
Finance Committee Member Finance Committee Member

_____ _____
Finance Committee Member Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

LIABILITY INSURANCE FUND LEVY
(Continued)

RESOLUTION: TAX LEVY, LIABILITY INSURANCE FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION SIX HUNDRED NINETY-ONE THOUSAND THREE HUNDRED TWENTY TWO DOLLARS ($1,691,322).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

SOCIAL SECURITY FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Social Security Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Contribution to Social Security System	$ 700,000
Total	$ 700,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of SEVEN HUNDRED THOUSAND DOLLARS ($ 700,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2025 in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026 inclusive.

_____
Finance Committee Chairman

_____ _____
Finance Committee Member Finance Committee Member

_____ _____
Finance Committee Member Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

SOCIAL SECURITY FUND LEVY
(Continued)

RESOLUTION: TAX LEVY, SOCIAL SECURITY FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025 that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of SEVEN HUNDRED THOUSAND DOLLARS ($ 700,000).

I, Debbie Gillette County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

ILLINOIS MUNICIPAL RETIREMENT FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Illinois Municipal Retirement Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Payments to Illinois Municipal Retirement System	$ 3,300,000
Total	$ 3,300,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of THREE MILLION THREE HUNDRED THOUSAND DOLLARS ($ 3,300,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2025, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026, inclusive.

Finance Committee Chairman

Finance Committee Member

Finance Committee Member

Finance Committee Member

Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

ILLINOIS MUNICIPAL RETIREMENT FUND LEVY
(Continued)

RESOLUTION: TAX LEVY, ILLINOIS MUNICIPAL RETIREMENT FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of THREE MILLION THREE HUNDRED THOUSAND DOLLARS ($ 3,300,000).

I, Debbie Gillette County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025
COUNTY HIGHWAY FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund County Highway Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Salaries & Benefits	$ 1,300,000
Equipment	150,000
Gasoline & Oil	120,000
Building & Grounds Maintenance	100,000
Street Light Maintenance	50,000
Traffic Signal & Streetlights Maintenance	50,000
Highway Maintenance Material	50,000
Sign Supplies	30,000
Capital Equipment	
Total	$ 1,850,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS ($1,850,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2025, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026, inclusive.

_____
Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

COUNTY HIGHWAY FUND LEVY
(Continued)

RESOLUTION: TAX LEVY, COUNTY HIGHWAY FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS ($1,850,000).

I, Debbie Gillette County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

EXTENSION EDUCATION FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Extension Education Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Payments to University of IL Extension	$ 203,798
Total	$ 203,798

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of TWO HUNDRED THREE THOUSAND SEVEN HUNDRED NINETY-EIGHT ($ 203,798) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2025, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026, inclusive.

_____
Finance Committee Chairman

_____ _____
Finance Committee Member Finance Committee Member

_____ _____
Finance Committee Member Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

EXTENSION EDUCATION FUND LEVY
(Continued)

RESOLUTION: TAX LEVY, EXTENSION EDUCATION FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of TWO HUNDRED THREE THOUSAND SEVEN HUNDRED NINETY-EIGHT ($ 203,798).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

SOCIAL SERVICES FOR SENIOR CITIZENS FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Social Services for Senior Citizens Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to-wit:

Payments to Other Agencies	$ 447,404
Total	$447,404

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of FOUR HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FOUR DOLLARS ($447,404) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2025 in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026 inclusive.

_____
Finance Committee Chairman

_____ _____
Finance Committee Member Finance Committee Member

_____ _____
Finance Committee Member Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

SOCIAL SERVICES FOR SENIOR CITIZENS FUND LEVY
(Continued)

RESOLUTION: TAX LEVY, SOCIAL SERVICES FOR SENIOR CITIZENS FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of FOUR HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FOUR DOLLARS ($447,404).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

COMMUNITY 708 MENTAL HEALTH FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Community 708 Mental Health Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Contractual services:

Kendall County Health and Human Services	$ 856,530
Family Counseling Services	125,000
Association for Individual Development	10,000
Open Door	30,000
Mutual Ground	40,000
Operations	500
Suicide Prevention Services	3,000
Easter Seals of Fox Valley	3,000
Kendall County Probation Court Services	17,500
Kendall County Problem Solving Court	12,800
Total	$1,098,330

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION NINETY-EIGHT THOUSAND THREE HUNDRED THIRTY DOLLARS (1,098,330) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2025, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2025 to November 30, 2026 inclusive.

_____
Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

Finance Committee Member Finance Committee Member

COMMUNITY 708 MENTAL HEALTH FUND LEVY

(Continued)

RESOLUTION: TAX LEVY, 708 MENTAL HEALTH FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION NINETY-EIGHT THOUSAND THREE HUNDRED THIRTY DOLLARS (1,098,330).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the Kendall County Historic Courthouse in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

CORPORATE (GENERAL) FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund County General Fund purposes for the year December 1, 2025, to November 30, 2026, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Chief County Assessing Officer	Salaries	$ 290,000
	Postage	20,000
	Publications	30,000
		340,000
Circuit Clerk	Salaries	750,000
	Contractual Services	180,000
		930,000
Coroner	Salaries	173,000
	Autopsies	20,000
		193,000
Administrative Services	Salaries	500,000
	Office Supplies	7,000
		507,000
Election Costs	Salaries	315,000
	Postage	30,000
	Election Judges Per Diem	40,000
	Ballots	75,000
	Contractual Services	100,000
		560,000
County Treasurer	Salaries	366,460
Property Tax Services/Financial Software	Contractual Services	98,000
EMA Director	Salaries	80,000
	Telecommunications	1,000
		81,000

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

Facilities Management	Salaries	660,650
	Annual Contracts	400,000
		1,060,650
Utilities	Utilities	500,000
Jury Commission	Juror Per Diem	40,600
Circuit Court Judge	Statutory Expenses	
Combined Court Services	Salaries	306,575
	Kane County Juvenile Det.	150,000
		456,575
Public Defender	Salaries	300,000
Educational Services Region	Salaries and Benefits	78,174
Planning, Building and Zoning	Salaries	240,000
	Consultants	20,000
		260,000
Sheriff	Salaries - Deputies	2,430,440
	Salaries - Chief/Commander	700,000
		3,130,440
Corrections	Salaries - Deputies	2,430,440
State's Attorney	Salaries	750,000
Technology Services	Salaries	612,000
	Computer Software & Hardware	250,000
	Copier Expense	75,000
		937,000
Kendall County Board	Salaries - Board Members	193,926
Board of Review	Salaries - Board Members	65,000

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

Transfer to HealthCare Fund	Health Care Expense	3,850,000
Human Resources	Salaries	366,360
	Total	$ 17,494,625

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of SEVENTEEN MILLION FOUR HUNDRED NINETY FOUR THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($17,494,625) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2025, in the manner as is provided for the fiscal year December 1, 2025 to November 30, 2026, inclusive.

_____
Finance Committee Chairman

_____ _____
Finance Committee Member Finance Committee Member

_____ _____
Finance Committee Member Finance Committee Member

County of Kendall, Illinois
TAX YEAR 2025 Levy Resolution
RESOLUTION 2025

CORPORATE (GENERAL) FUND LEVY

(Continued)

RESOLUTION: TAX LEVY, GENERAL COUNTY FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the Kendall County Historic Courthouse in Yorkville, Kendall County, Illinois, on the 18th day of November A.D., 2025, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all property within the County of Kendall the said sum of SEVENTEEN MILLION FOUR HUNDRED NINETY FOUR THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($17,494,625).

I, Debbie Gillette County Clerk and Clerk of the County Board, In Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office in Yorkville on the 18th day of November A.D., 2025.

Chairman of the Board

Debbie Gillette
County Clerk and Clerk of the
County Board of Kendall County,
State of Illinois

Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: 11/18/2025

Subject: Approval of an Ordinance Approving Budget Amendment Number Two for the Kendall County Fiscal Year 2025 Annual Budget and Appropriations

Prepared by: Jennifer Breault, Finance and Budget Analyst

Department: Administration

Action Requested:

Approval of an Ordinance Approving Budget Amendment Number Two for the Kendall County Fiscal Year 2025 Annual Budget and Appropriations

Board/Committee Review:

Finance Committee 10/30/25

Fiscal impact:

General Fund Expense Increased $23,491 and Revenue Increase $2,700

Other Funds Expense Increased $6,217,818 and Revenue Increase $4,650,860

Background and Discussion:

The purpose of this second budget revision is to finalize all financial allocations for the end of the fiscal year. These adjustments include modifications to the Health and Human Services budget reflecting grant usage, increases in other funds resulting from additional grants, an increase in the healthcare fund, an increase in the payroll clearing account, and an increase in capital funds corresponding to allocated capital projects.

Staff Recommendation:

Approval of an Ordinance Approving Budget Amendment Number Two for the Kendall County Fiscal Year 2025 Annual Budget and Appropriations

Attachments:

Ordinance Approving Budget Amendment Number Two and Attachment A

COUNTY OF KENDALL, ILLINOIS

ORDINANCE 2025-___

ORDINANCE AUTHORIZING A BUDGET AMENDMENT TO THE KENDALL COUNTY FISCAL YEAR 2025 BUDGET

WHEREAS, 55 ILCS 5/6-1002 provides that, the authority of the County Board to amend the annual appropriation ordinance at any point during the fiscal year shall be the same as its authority to determine and adopt the original annual budget; such amended budget shall be prepared as otherwise provided in this Section; and

WHEREAS, 55 ILCS 5/6-1003 provides that, after the adoption of the county budget, transfers of budget appropriations affecting personnel and capital may be made at any meeting of the county board by a two-thirds vote of all members constituting such board, provided any such transfer of appropriations does not affect the total amount appropriated for the fund; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $50,000 to the Township Bridge Program Line in the County Bridge Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $50,000 to the Highway Maintenance Materials Line in the County Highway Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $25,000 to the Traffic Signals & Streetlights Line in the County Highway Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $45 to the Drug Service Revenue Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $3,000 to the Inspection Fee – Septic Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $5,000 to the Kendall County Well Permit Fee Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease revenue of $38,129 to the Mental Health Grants Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease revenue of $76,221 to the State Grant Health Protection Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $33,353 to the WIC Grant Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $451,067 to the Community Action - State Grant Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease revenue of $2,250 to the Application Assistance Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease revenue of $39,700 to the Outpatient Fitness Restoration Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $64,917 to the Salaries - Administration Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $32,632 to the Salaries - Admission Serv/Eval Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $58,200 to the Salaries - Mental Health Unit Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $142,021 to the Salaries - Community Health Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $40,848 to the Salaries - Environmental Health Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $1,000 to the Salaries – Overtime Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $4,650 to the Mileage Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $61,761 to the Contractual Services Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $2,572 to the Telephones Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $25,577 to the Advertisements Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $388,579.84 to the Direct Client Assistance Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $8,000 to the IPLAN Line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,619 to the Remit to IMRF Line in the IMRF Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $238 to the Remit to IRS Line in the SSI Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $32,000 to the Salaries-Outreach Specialist Line in the Veterans Assistant Commission Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $300 to the Contractual Services Line in the Animal Control Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,105 to the Equipment Line in the Animal Control Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,000 to the Microchips Line in the Animal Control Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $17,000 to the Misc. Animal Care Line in the Animal Control Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $10,000 to the Neuter / Spay Fees Line in the Animal Control Population Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase transfer in of $30,000 to the Transfer from Public Safety Capital Line in the Animal Control Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $30,000 to the Capital Line in the Animal Control Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase transfer out of $30,000 to the Transfer to Animal Control Capital Fund in the Public Safety Sales Tax Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $4,000 to the Miscellaneous Expense Line in the Economic Development Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $15,000 to the Annual Contracts/Service Agreements Line in the Probation Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $15,000 to the Drug Testing Line in the Probation Services Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $30,000 to the Kane County Juvenile Dentation Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $30,000 to the Juvenile Board and Care Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,700 to the Probation Board and Care Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $7,000 to the Salaries- Deputy Clerk Line in the County Clerk Recorder Document Storage Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $7,000 to the Salaries- Deputy Clerk Line in the County Clerk Recorder-GIS Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $27,000 to the Salaries- Full-Time Line in the States Attorney Child Adv Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $27,000 to the Grant Award Line in the States Attorney Child Adv Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $3,495to the Donations Line in the States Attorney Child Adv Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $50,000 to the Village of Oswego Line in the Highway TAP Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $83,000 to the KC Forest Preserve Line in the Highway TAP Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase transfer in of $6,500 to the Trans. From Adult Redeploy Line in the HealthCare Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase transfer in of $2,000 to the Trans. From Mental Health Line in the HealthCare Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,000 to the Employee Screening Line in the HealthCare Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $48,500 to the Dental Insurance Line in the HealthCare Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $500,000 to the Health Insurance Premiums Line in the HealthCare Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $50,000 to the Support People In Treatment Line in the Opioid Settlement Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $300 to the Address the Needs of Line in the Opioid Settlement Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $20,000 to the Prevent Misuse of Opioid Line in the Opioid Settlement Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $5,000 to the Training Line in the Opioid Settlement Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $2,500 to the Generator Demand Response Line in the Public Safety Capital Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $110,000 to the Miscellaneous Expense Line in the Help America Vote Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $5,000 to the Training Line in the Adult Redeploy Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $4,000 to the Travel Line in the Adult Redeploy Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $118,013.09 to the Equipment Line in the IL Court Tech Modernization Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $370,382 to the Contractual Service Line in the IL Court Tech Modernization Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,000 to the Telecommunications Line in the Nuclear Grant Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $20,000 to the Miscellaneous Expense Line in the Kendall Area Transit Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $600,000 to the Other Public Health Line in the American Rescue Plan Act Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $3,750,000 to the Grant Award Line in the Fox Fiber Broadband Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,125,000 to the Fox Fiber Expense Line in the Fox Fiber Broadband Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $2,500 to the EE Contr. Critical Illness Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,500 to the EE Critical Illness Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $129,000 to the EE Contr. HSA Additional Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $154,000 to the HSA Additional Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $20,000 to the EE Contr. Supp Life Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $30,105 to the Supplemental Life Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $900 to the Misc. Dedc Payment Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $100,000 to the EE Cont. Health Insurance Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $200,000 to the Health Insurance Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $9,000 to the EE Contr Hospital Indemnity Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $9,000 to the EE Hospital Indemnity Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $7,500 to the EE EE Contr. Identity Force Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $7,600 to the Identity Force Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $20,000 to the St Comp - Stipends Line in the State Stipend Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $20,000 to the Salaries – Other Line in the State Stipend Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $6,622 to the Salaries - Public Defender Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $1,500 to the Statutory Expense Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $1,500 to the Mileage Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $5,000 to the PBZ Code Enforcement Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,442 to the Salaries - Elected Officials (Sheriff) Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $500 to the Legal Fees Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $50,000 to the Miscellaneous Inmate Line in the Jail Commissary Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $8,395.04 to the Drug Abuse Prevention Line in the Drug Abuse Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $11,835 to the Salaries Overtime Line in the Sheriff Special Assgm. Detail Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase revenue of $205,200 to the Grant Revenue Line in the Officer Recruitment/Retention Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $181,000 to the Other Expenses Line in the Officer Recruitment/Retention Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $24,200 to the Misc Expenses Line in the Officer Recruitment/Retention Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $464.80 to the Grant Supply Expense Line in the IDOT CPS Grant (Child Safety Seat) Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $100 to the Misc Expenses Line in the Smoke Free Act Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $964.92 to the Misc Expenses Line in the Tobacco Grant Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $6,612.09 to the Salaries – Clerical Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $16,110 to the Salaries – Sergeants Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $126,482 to the Salaries – Overtime Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $42,050 to the Contractual Services Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $12,500 to the Vehicle Maintenance / Repairs Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $18,048 to the Uniforms Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $13,738 to the Union Contract Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $2,314.51 to the Salaries – Clerical Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $65,580 to the Salaries – Overtime Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $150,000 to the Salaries – Deputies Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $20,000 to the Salaries - Part Time Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $10,000 to the Salaries - Security Detail Expense Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $200 to the Books and Subscriptions Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $4,000 to the Conferences / Dues Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $2,000 to the Training Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $12,000 to the Cell Phones Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $4,968 to the Equipment Maintenance Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $22,000 to the Gasoline / Fuel / Oil Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $200 to the Print Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $1,500 to the Canine Expense Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $1,860 to the Drug Testing Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $200 to the Employee Recognition Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the decrease expense of $65,580 to the Contractual Services Line in the Corporate General Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $30 to the Transfer to HHS Line in the County Drug Service Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $70,000 to the NOTI-Narcotic Overdose Line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $30,000 to the MC-Management & Coord Line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $250,000 to the RI-Resource Initiative Line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $150,000 to the ET-Piret Line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $200,000 to the EE-Investigative Support Line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $12,000 to the ET-Counternarc/Cryptocurr TF Line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $100,000 to the NC-Kankakee Area Strat Line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $325,000 to the Tri-County Init-Multi Jur Line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $104,933 to the Miscellaneous Expense Line in the Public Safety Capital Improvement Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $100,000 to the DCEO Expense Line in the Public Safety Capital Improvement Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $508,541 to the Capital Expense Line in the Building Fund Budget; and

WHEREAS, the Fiscal Year 2025 Budget did not include the increase expense of $7,200 to the Salaries-Project Manager Line in the Corporate General Fund Budget; and

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Kendall County, Illinois that the following budget revisions and journal entries in the Fiscal Year 2025 Budget are hereby authorized as follows in attached Exhibit A.

BE IT FURTHER RESOLVED that the Kendall County Clerk is hereby authorized to distribute a certified copy of this Ordinance to the County Administrator and the Kendall County Treasurer.

Approved and adopted by a two-thirds majority vote of the County Board of Kendall County, Illinois, this _____ day of _____2025.

Board Chairman Signature:

_____
Matt Kellogg, Chairman
County Board

Attest:

_____
Debbie Gillette
County Clerk

_____ Ayes
_____ Nays
_____ Abstain

Attachment A

Kendall County
FY25 Budget Amendment #2
11/18/2025

No.	Org	Object	Description	Debit	Credit
1	120107	67360	Township Bridge Program	50,000.00	
2	120207	67220	Highway Maint. Materials	50,000.00	
3	120207	67260	Traffic Signals & Streetlights	25,000.00	
4	120513	40480	Drug Service Revenue		45.00
5	120513	42520	Inspection Fee - Septic		3,000.00
6	120513	42550	Kendall County Well Permit Fee		5,000.00
7	120513	42620	Mental Health Grants	38,129.00	
8	120513	42650	State Grant Health Protection	76,221.00	
9	120513	42730	WIC Grant		33,353.00
10	120513	42750	Community Action - State Grant		451,067.00
11	120513	42830	Application Assistance	2,250.00	
12	120513	43630	Outpatient Fitness Restoration	39,700.00	
13	120513	51350	Salaries - Administration		64,917.00
14	120513	51360	Salaries - Admission Serv/Eval		32,632.00
15	120513	51370	Salaries - Mental Health Unit		58,200.00
16	120513	51380	Salaries - Community Health		142,021.00
17	120513	51390	Salaries - Environmental Health		40,848.00
18	120513	51540	Salaries - Overtime		1,000.00
19	120513	62050	Mileage		4,650.00
20	120513	62150	Contractual Services		61,761.00
21	120513	63540	Telephones		2,572.00
22	120513	65610	Advertisements	25,577.00	
23	120513	67810	Direct Client Assistance	388,579.84	
24	120513	67870	IPLAN		8,000.00
25	120608	52000	Remit to IMRF	2,619.00	
26	120808	52010	Remit to IRS	238.00	
27	121123	51620	Salaries-Outreach Specialist	32,000.00	
28	130101	62150	Contractual Services	300.00	
29	130101	62160	Equipment	2,105.00	
30	130101	68910	Microchips	2,000.00	
31	130101	68970	Misc. Animal Care	17,000.00	
32	130901	68950	Neuter / Spay Fees	10,000.00	
33	140001	40200	Transfer From Public Safety Capital		30,000.00
34	140001	69780	Capital Expense	30,000.00	
35	132725	61180	Transfer to Animal Control Capital Fund	30,000.00	
36	131505	66500	Miscellaneous Expense	4,000.00	
37	132616	62140	Annual Contracts/Service Agreements		15,000.00

Kendall County
FY25 Budget Amendment #2
11/18/2025

No.	Org	Object	Description	Debit	Credit
38	132616	64450	Drug Testing	15,000.00	
39	11001618	65050	Kane County Juvenile Dentation		30,000.00
40	11001618	65060	Juvenile Board and Care	30,000.00	
41	11001618	41340	Probation Board and Care		2,700.00
42	132806	51040	Salaries- Deputy Clerk	7,000.00	
43	132906	51040	Salaries-Deputy Clerk	7,000.00	
44	134221	51390	Salaries- Full-Time	27,000.00	
45	134221	42970	Grant Award		27,000.00
46	134221	42860	Donations		3,495.00
47	134807	67540	Village of Oswego	50,000.00	
48	134807	67560	KC Forest Preserve	83,000.00	
49	136125	40070	Trans. From Adult Redeploy		6,500.00
50	136125	40140	Trans. From Mental Health		2,000.00
51	136126	68450	Employee Screening	2,000.00	
52	136126	65420	Dental Insurance	48,500.00	
53	136125	65470	Health Insurance Premiums	500,000.00	
54	136325	68040	Support People In Treatment	50,000.00	
55	136325	68060	Address the Needs of	300.00	
56	136325	68090	Prevent Misuse of Opioid	20,000.00	
57	136325	68130	Training	5,000.00	
58	140425	43340	Generator Demand Response		2,500.00
59	173106	66500	Miscellaneous Expense	110,000.00	
60	174515	62060	Training	5,000.00	
61	174515	62080	Travel	4,000.00	
62	174715	70030	Equipment	118,013.09	
63	174715	70050	Contractual Services		370,382.00
64	175409	70080	Telecommunications	2,000.00	
65	176505	66500	Miscellaneous Expense	20,000.00	
66	177025	79114	Other Public Health	600,000.00	
67	177225	42970	Grant Award		3,750,000.00
68	177225	66500	Fox Fiber Expense	2,125,000.00	
69	180608	47380	EE Contr. Critical Illness		2,500.00
70	180608	52200	Critical Illness	2,500.00	
71	180608	47500	EE Contr. HSA Additional		129,000.00
72	180608	52090	HSA Additional	154,000.00	
73	180608	47520	EE Contr. Supp Life		20,000.00
74	180608	52150	Supplemental Life	30,105.00	
75	180608	52160	Misc. Dedc Payment	900.00	
76	180608	47490	EE Cont. Health Insurance		100,000.00
77	180608	52180	Health Insurance	200,000.00	
78	180608	47610	EE Contr Hospital Indemnity		9,000.00
79	180608	52220	Hospital Indemnity	9,000.00	
80	180608	47630	EE Contr. Identity Force		7,500.00

Kendall County
FY25 Budget Amendment #2
11/18/2025

No.	Org	Object	Description	Debit	Credit
81	180608	52240	Identity Force	7,600.00	
82	181308	41730	St Comp - Stipends		20,000.00
83	181308	51330	Salaries - Other	20,000.00	
84	11001719	51250	Salaries - Public Defender	6,622.00	
85	11001719	64810	Statutory Expense		1,500.00
86	11001719	62050	Mileage	1,500.00	
87	11001902	62800	PBZ Code Enforcement	5,000.00	
88	11002009	51000	Salaries - Elected Officials (Sheriff)	2,442.00	
89	11002532	62300	Legal Fees	500.00	
90	132120	66500	Miscellaneous Inmate	50,000.00	
91	133320	66550	Drug Abuse Prevention	8,395.04	
92	133920	51540	Salaries Overtime	11,835.00	
93	170020	42970	Grant Revenue		205,200.00
94	170020	51330	Other Expenses	181,000.00	
95	170020	66500	Misc. Expenses	24,200.00	
96	175120	70040	Grant Supply Expense	464.80	
97	175320	66550	Misc. Expenses	100.00	
98	175720	51060	Misc. Expenses	964.92	
99	11002009	51030	Salaries - Clerical	6,612.09	
100	11002009	51180	Salaries - Sergeants	16,110.00	
101	11002009	51540	Salaries - Overtime	126,482.00	
102	11002009	62150	Contractual Services	42,050.00	
103	11002009	62170	Vehicle Maintenance / Repairs	12,500.00	
104	11002009	62400	Uniforms	18,048.00	
105	11002009	64380	Union Contract	13,738.00	
106	11002010	51030	Salaries - Clerical	2,314.51	
107	11002010	51540	Salaries - Overtime	65,580.00	
108	11002009	51060	Salaries - Deputies		150,000.00
109	11002009	51160	Salaries - Part Time		20,000.00
110	11002009	51190	Salaries - Security Detail Expense		10,000.00
111	11002009	62020	Books and Subscriptions		200.00
112	11002009	62040	Conferences / Dues		4,000.00
113	11002009	62060	Training		2,000.00
114	11002009	62070	Cell Phones		12,000.00
115	11002009	62160	Equipment Maintenance		4,968.00
116	11002009	62180	Gasoline / Fuel / Oil		22,000.00
117	11002009	62190	Print		200.00
118	11002009	64370	Canine Expense		1,500.00
119	11002009	64450	Drug Testing		1,860.00
120	11002009	65660	Employee Recognition		200.00
121	1100210	62150	Contractual Services		65,580.00
122	132225	61200	Transfer to HHS	30.00	

Kendall County
FY25 Budget Amendment #2
11/18/2025

No.	Org	Object	Description	Debit	Credit
123	175020	70700	NOTI-Narcotic Overdose	70,000.00	
124	175020	70730	MC-Management & Coord	30,000.00	
125	175020	70750	RI-Resource Initiative	250,000.00	
126	175020	70770	ET-Piret	150,000.00	
127	175020	70780	EE-Investigative Support	200,000.00	
128	175020	70790	ET-Counternarc/Cryptocurr TF	12,000.00	
129	175020	70800	NC-Kankakee Area Strat	100,000.00	
130	175020	70810	Tri-County Init-Multi Jur	325,000.00	
131	140425	66500	Miscellaneous Expense	104,933.00	
132	140425	62780	DCEO Expense	100,000.00	
133	140125	69780	Capital Expense	508,541.00	
134	11001001	51610	Salaries-Project Manager	7,200.00	

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 11/18/2025

Subject: Purchase Nutanix Cluster and Licensing

Prepared by: Matthew Kinsey, Director of Information & Communication Technology

Department: ICT

Action Requested:

Approval of purchasing a Nutanix cluster and licensing utilizing a public purchasing agreement between Presidio and the Illinois Department of Innovation and Technology for $188,181.07

Board/Committee Review:

October 6, 2025 Facilities and Technology

Fiscal impact:

FY 26 Capital $188,181.07.

Background and Discussion:

The County's current Nutanix hardware cluster, which supports critical virtualization and infrastructure workloads, is nearing the end of its life, with licensing expiring at the start of FY26. To avoid disruption and maintain support coverage, it is necessary to replace the hardware with current-generation technology. Although this project is formally requested in the FY26 Capital Improvement Plan, early approval through committee review is needed to ensure procurement and installation can occur in the first week of Q1 FY26. This timing will enable a seamless transition, prevent licensing gaps, and ensure the continued compliance and reliability of core County systems. This item was discussed and forwarded to the County Board contingent of FY 26 budget adoption.

Staff Recommendation:

Staff recommends approval to proceed with the purchase of the replacement Nutanix hardware cluster contingent upon adoption of the FY26 budget

Attachments:

Please see attached quote.

PRESIDIO

QUOTE: 2003525114687-02

DATE: 09/23/2025

TO:
Kendall County Technology Services
Matthew Kinsey
111 West Fox Street
Yorkville, IL 60560

mkinsey@co.kendall.il.us
(p) 630-553-8881
(f) (630) 553-9506

FROM:
Presidio Networked Solutions Group, LLC
Tadd Gerst
225 West Washington
Suite 1450
Chicago, IL 60606

tgerst@presidio.com
(p) +1.309.306.7833

BILL TO:
Kendall County Technology Services

111 West Fox Street
Yorkville, IL 60560

SHIP TO:
Kendall County

811 West John Street
Yorkville, IL 60560

Customer#: KENDA005
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: KCTS - Nutanix Renewal Due 1/22/2026

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
Nutanix Renewal					
1	RSW-NCI-PRO-PR	Subscription Renewal, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core **Start Date:** 01/23/2026 **End Date:** 01/22/2027 **Comments:** Serial #: 24SW000372192, LIC-02480662 1/23/2026-1/22/2027 **Serial #s:** 24SW000372192, LIC-02480662	$393.79	96	$37,803.84
2	RS-HW-PRD-ST	24/7 Production Level Short Term HW Support Renewal for Nutanix HCI appliance **Start Date:** 01/23/2026 **End Date:** 01/22/2027 **Serial #s:** 20SM3F360007	$1,147.53	1	$1,147.53
3	RS-HW-PRD-ST	24/7 Production Level Short Term HW Support Renewal for Nutanix HCI appliance **Start Date:** 01/23/2026 **End Date:** 01/22/2027 **Serial #s:** 20SM3F360011	$2,004.59	1	$2,004.59
			Total (Nutanix Renewal):		**$40,955.96**
4	SW-NCI-PRO-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core	$1,104.67	72	$79,536.24
5	TERM-MONTHS	Term in months	$0.00	36	$0.00
6	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance	$1,472.01	3	$4,416.03
7	SUPPORT-TERM	Support Term in Months	$0.00	36	$0.00
8	PLATFORM INTEGRATION	Platform Integration Fee	$0.00	1	$0.00
9	NX-1175S-G9-6542Y-CM	NX-1175S-G9, 1 Node; 1x Intel Xeon-Gold 6542Y processor (2.9 GHz/ 24-core/ 250W,Emerald Rapids) per node	$7,999.56	3	$23,998.68

10	C-MEM-64GB-5600-CM	64GB Memory Module (5600MHz DDR5 RDM)	$397.69	24	$9,544.56
11	C-NVM-15.36TB-A-CM	15.36 TB NVMe SSD	$2,063.13	12	$24,757.56
12	C-SSD-NONE-CM	No SSD as part of the system configuration	$0.00	3	$0.00
13	C-NIC-25G2A2-CM	Mellanox 25/10GbE, 2-port, NIC (Mellanox CX6);transceiver not included	$436.23	6	$2,617.38
14	C-PWR-4FC13C14A-CM	C13/C14, 10A, 4ft Power cord	$20.56	6	$123.36
15	C-TPM-2.0-U-CM	TPM 2.0 Module Unprovisioned	$77.10	3	$231.30
			Total ():		**$145,225.11**

Sub Total:	**$186,181.07**
Shipping:	**$2,000.00**
Grand Total:	**$188,181.07**

Presidio Terms of Sale
Subject to these terms, quotations are valid for 30 days unless otherwise agreed by Presidio. Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.
Acceptance of Third-Party Terms
Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at https://www.presidio.com/supplier-terms and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.
Master Agreements
If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.
Pricing
• Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
• The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
• Prices exclude freight, handling or insurance (unless itemized in the quote).
• Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.
Invoicing
• CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
• Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT, Notwithstanding the amounts included on the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

• Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.
Freight, Handling, Shipping
• CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.
• Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
• Presidio accepts no responsibility / liability in connection with the shipment.
• Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
Warranty and Limitation of Liability
• PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.
Return Policy
• CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.
Cancellation Policy
• CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.
Leases
• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.
Software terms
• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..
• Delivery of software licenses may be accomplished electronically from the software developer.
• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.
Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders
• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or

Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.
• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

• CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

• CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 11/18/2025

Subject: **Approval of Service Agreement between Kendall County and Bristol Township for the Provision of Demand Response Transportation**

Prepared by: **Jennifer Breault, PCOM**

Department: **Administration**

Action Requested:

Approval of Service Agreement between Kendall County and Bristol Township for the Provision of Demand Response Transportation

Board/Committee Review:

N/A

Fiscal impact:

$3,700 FY25, $7,400 FY26 and $11,100 FY27 to Kendall Area Transit

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Background and Discussion:

This document constitutes an agreement between Kendall County and Bristol Township for the provision of public transportation services by Kendall Area Transit within the boundaries of Bristol Township . This contract is effective for a three-year period, commencing on July 1, 2025, and concluding on December 31, 2027. The Bristol Township agrees to remit payments of $3,700 FY25, $7,400 FY26 and $11,100 FY27 to Kendall County for for the services rendered by Kendall Area Transit pertaining to public transportation. The township contribution enhances our matching funds by not only providing township revenue but also generating additional DOAP (Downstate Operating Assistance Program) funding.

Staff Recommendation:

Approval of service agreement between Kendall County and Bristol Township for the Provision of Demand Response Transportation

Attachments:

Service agreement between Kendall County and Bristol Township

Agreement between Kendall County and Bristol Township for the Contribution of Funds for Provision of Demand-Response Transportation

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

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

WHEREAS, the County agrees to provide community and public transportation services in Kendall County.

WITNESSETH

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

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

1. **Effective Date**. This Agreement shall be effective December 1, 2025, upon execution by County and Bristol Township. The County hereby agrees to operate a demand-response transit system commonly known as Kendall Area Transit, hereinafter referred to as "KAT".

2. **Service Area**. Bristol Township authorizes the County to provide community and public transportation services within the limits of Kendall County, including within Bristol Township.

3. **Term; Termination.**

    a. This Agreement shall remain in effect until December 31, 2027. However, this Agreement may be terminated before December 31, 2027, if Bristol Township provides sixty (60) days advance written notice to the County of its intent to terminate this Agreement.

    b. The County shall have the right to terminate this Agreement before December 31, 2027, upon giving sixty (60) days written notice to Bristol Township.

    c. This Agreement may, if agreed to in writing by all parties prior to termination date, be extended by an additional two-year term. Any such extensions shall be executed by all parties no later than thirty (30) days prior to the termination date.

Section B. Description of Service

1. The County shall provide demand-response (dial-a-ride, paratransit) transportation service to the residents of Bristol Township in the same manner provided to residents of other communities within the County of Kendall that annually contribute funding towards the KAT program.

2. **Dial-a-ride Service**. KAT is the community and public transportation program of Kendall County. KAT transportation services are generally known as demand-response, also known as dial-a-ride and paratransit. KAT is operated for the general public, with special emphasis on service for senior citizens and persons with disabilities. KAT is administered by the County of Kendall. KAT demand-response service is available Monday through Friday from 6:00 a.m. to 7:00 p.m., except holidays. Fares range from $2-$5 for a one-way trip. All rides are pre-arranged by calling the KAT dispatch center, and all rides are based on vehicle space and availability. Service will be provided to Kendall County locations, with designated out-of-county locations, restricted mostly to medical, social services, and educational facilities. All fares and routes are subject to change at KAT's sole discretion.

3. **Changes to Service.** The County reserves the right to adjust the demand-response transportation services provided under the terms of this Agreement. Where appropriate, the County will consider input provided by Bristol Township before implementing changes. However, both parties understand and agree that the County reserves final decision-making authority regarding adjustments in the dial-a-ride transportation service.

Section C. General Requirements

1. **Personnel.** The County shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system for Bristol Township residents. The County agrees that all services to be undertaken by the County shall be carried out by competent and properly trained personnel. Bristol Township understands and agrees that the County may contract with an outside vendor to operate the KAT system.

2. **Operation**. The County shall operate the transportation system for Bristol Township residents on the days, during the hours and over the routes with such scheduling, and at such fares as in accordance with Section B of this Agreement.

Section D. Payment

1. Beginning November 30, 2025, Bristol Township will provide the below amounts from FY26-FY28 the County. This compensation will be used as local match funding for various State and Federal transportation grants. Issuance of payment will adhere to the following schedule:

a. Fiscal Year 2025: $3,700 due November 30, 2025
b. Fiscal Year 2026: $7,400 due August 15, 2026
c. Fiscal Year 2027: $11,100 due August 15, 2027

2. Payment shall be remitted to Kendall County's address: Kendall Area Transit 807 West John Street, Yorkville, IL 60560

Section E. Notices

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

Kendall County Administration 807 W John Street Yorkville, IL 60560 Fax (630) 553-4171	c.c.	Kendall County State's Attorney 807 John Street Yorkville, IL 60560 fax (630) 553-4204

2. Any notices directed to Bristol Township shall be sent to:

Bristol Township 9075 Cornelis Road Bristol, IL 60512 bristoltwsp@comcast.net	cc:	Shawn Flaherty / ODHC 2441 Warrenville Road, Suite 310 Lisle, IL 60532 sflaherty@ottosenlaw.com

Section F. Miscellaneous

1. **Grant Funds**. Compensation under this Agreement is considered funding of last resort and is not intended to replace other State and Federal program obligations.

2. **Force Majeure**. The County shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the County.

3. **Modifications**. No modification, additions, or deletion of this Agreement shall be effective unless and until such changes are approved in writing by all parties to the Agreement.

4. **Non-Discrimination.** Bristol Township and the County and their respective officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination

Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Bristol Township its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. The Bristol Township and County shall both comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

5. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and, if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

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

IN WITNESS WHEREOF, the said County has approved this Agreement and authorized it to be signed, sealed, and attested by the County Clerk and said Bristol Township has approved the Agreement and authorized to be signed by _____ and to be sealed and attested to by _____ on this _____ day of _____, 2025.

KENDALL COUNTY

BY: _____

WITNESS: _____

Bristol Township

BY: _____

ATTEST: Attest _____

Kendall County Highway Department

Bulk Fuel Bid Results

November 7, 2025

		12,000 Gallons	20,000 Gallons	
Rank	**Bidder**	**Unleaded Gas (Price per Gallon)**	**Diesel Fuel (Price per Gallon)**	**Total Bid**
1	Arneson Oil Company 110 S. Robinson St. Sheridan, IL 60551	$2.244	$2.769	$82,308.00
2	Grainco FS, Inc. 202 Ill. Rte. 71 Newark, IL 60541	$2.554	$2.929	$89,228.00
3	J.T. Barrier, LLC 12301 New Ave, Suite E Lemont, IL 60439	$3.2819	$3.8194	$115,770.80

DRAFT

2025 – 2045 Long Range Transportation Plan

November 18, 2025

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List of Exhibits

Exhibit 1:	**Historical Highway Department Funding**
Exhibit 2:	**Tax Levy Data**
Exhibit 3:	**Estimated Annual Funding Levels for Capital Improvements**
Exhibit 4:	**Consumer Price Index (2009-2024)**
Exhibit 5:	**2025-2045 Anticipated Capital Improvements**
Exhibit 6:	**Capital Improvement Map**
Exhibit 7:	**Financial Analysis of 2025-2045 Transportation Plan**
Exhibit 8:	**Projected Future Traffic**
Exhibit 9:	**Design Standards**
Exhibits 9a – 9e:	**Geometric Features**
Exhibit 10:	**5-Year Transportation Plan – Revised 10/21/25**

Introduction

Between the years 2000 and 2010, Kendall County, Illinois was identified as the fastest growing county in the nation, based on the percentage increase in population. The 2020 decennial census confirmed continuing growth, as Kendall County was, by far, the fastest growing county in the State of Illinois for the decade 2010 - 2020. In fact, Kendall County's population has grown from just 39,413 in 1990 to 143,171 in 2024… a 363% increase in just 34 years. The dramatic downturn in the economy near the end of the last decade, which brought a sudden halt to the housing market, is fading rapidly as residential, commercial, and industrial growth currently abound in many areas of Kendall County.

Numerous opportunities, and some obstacles too, will result from the many changes this county has been experiencing; not the least of which is an anticipated strain on the transportation system. All highway agencies and all modes of transportation will be affected. This transportation plan does not seek to present a comprehensive, agency-wide and intermodal solution, but will simply focus on the needs of the County Highway System, based on historical and anticipated growth.

Many transportation plans utilize detailed traffic modeling techniques to predict where capacity improvements will be needed. It is an appropriate application of the technology available today to make certain predictions for future transportation needs. This Plan, on the other hand, focuses on long-range transportation improvements and the funding required to make such improvements. It makes logical assumptions for intersection and roadway capacity improvements based on a review of municipal comprehensive plans, historical growth, evaluation of growth trends, and engineering judgment. Specific highway and bridge improvement projects are identified in an effort to estimate the total cost of improving and maintaining the County Highway System over the next 20 years. These project needs are then compared with the County's ability to fund them, given the current and projected revenue streams over the same time period.

In more urban counties, there is frequently more emphasis on public transportation, mass transit, and Intelligent Transportation Systems (ITS) as those counties reach a point where add-lanes projects have diminishing returns. And even though Kendall County has been growing faster than all other counties in Illinois, its total population and population densities are still relatively low compared to other counties in the Chicago Metropolitan Area. With these existing population densities, and those expected during the next 20 years, it is assumed that services provided by PACE and METRA, as well as ITS will play a very limited role in solving Kendall's transportation challenges. Rather, the focus of this plan is to analyze the County Highway System and suggest recommendations that will improve capacity and safety. Additionally, the cyclical nature of residential development was clearly exposed in 2008, when homebuilding stopped, land values decreased, and foreclosures exploded. This also will extend the time period when mass transit will be a viable alternative for the residents of Kendall County.

COVID-19 has created another interesting wrinkle in the delivery of improved transportation networks. As more people are working from home, recent numbers for annualized average daily traffic on many roadways have remained unchanged or even decreased from data obtained 5 years ago. Going forward, it may be more difficult determining which corridors are projected to

see significant increases in traffic, and correspondingly assign capital improvement dollars, as many individuals choose to work remotely on a more permanent basis.

Obviously, any study encompassing the span of 20 years will integrate numerous assumptions and will have certain inaccuracies. We believe that this study, based more heavily on engineering judgment, is not inherently more inaccurate than those based on empirical evaluations.

Existing Highway System

Kendall County currently has about 132 centerline miles (280 lane miles) of pavement and 31 bridges on the County Highway System, including the recently opened Eldamain Bridge over the Fox River. These facilities consist almost entirely of 2-lane-type roadways and bridges, with the exception of the Orchard Road Corridor in Montgomery and Oswego, and small sections of Ridge Road in the City of Joliet and Village of Minooka. There are only two 4-lane bridges on the entire system; that being the Orchard Road Bridge over Burlington Northern Santa Fe (BNSF) Railroad in Oswego, and Ridge Road just south of U.S. Route 52.

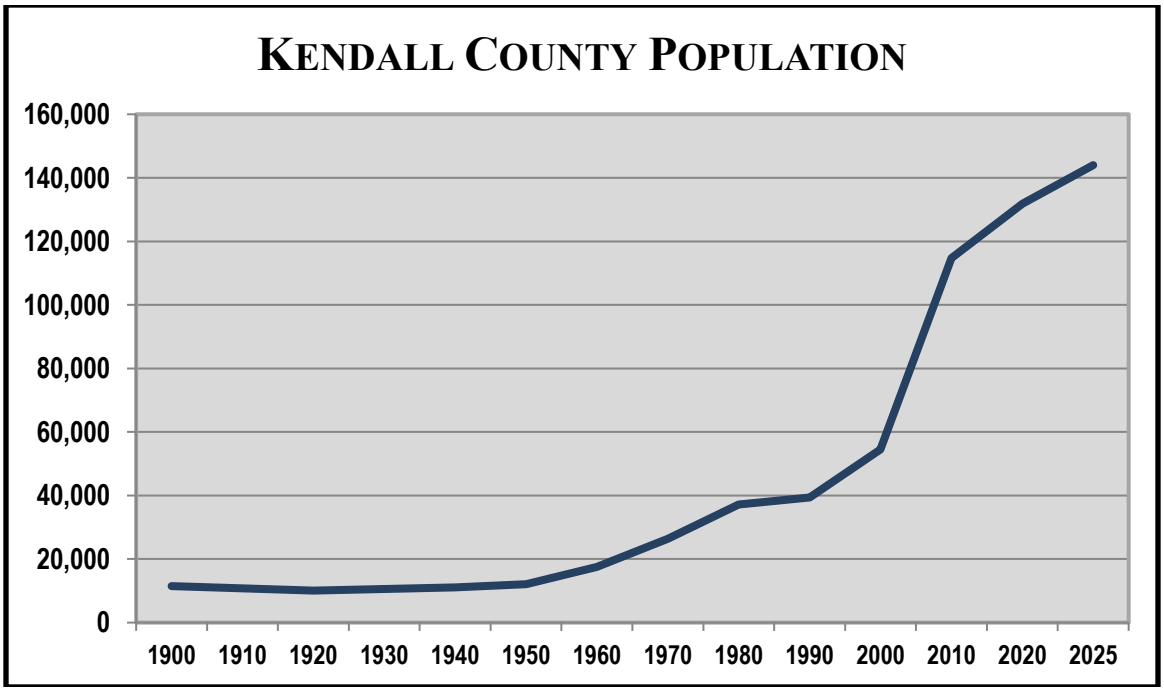
In general terms, the physical condition of the County Highway System is good. From a capacity viewpoint, the condition is also good, with the exception of a few intersections and short roadway segments in the more urban areas that are rapidly becoming congested.

Expected Deficiencies Created by New Growth

Although the current report card on the County Highway System is good, it is not expected to stay that way indefinitely, unless significant improvements are made to the County Highway System; improvements that will address capacity needs, including intersection improvements, traffic signalization or roundabout construction, as well as some add-lanes projects.

The Chicago Metropolitan Agency for Planning (CMAP) has forecasted that the 2050 population for Kendall County will grow dramatically to nearly 193,000… a 46% increase from the 2020 census population of 131,869. The number of households is also expected to increase proportionally, and employment is projected to grow by a whopping 200%. This growth will put a tremendous burden on the entire transportation network in Kendall County, including state, county, municipal and township facilities.

The projected increase in the number of households in Kendall County will create an estimated 200,000 new daily trips by 2050, compared to the number of trips in 2020. This will add millions of new vehicle-miles per day to the existing system. Much of this new traffic will travel on the County Highway System for at least a part of their average trip.

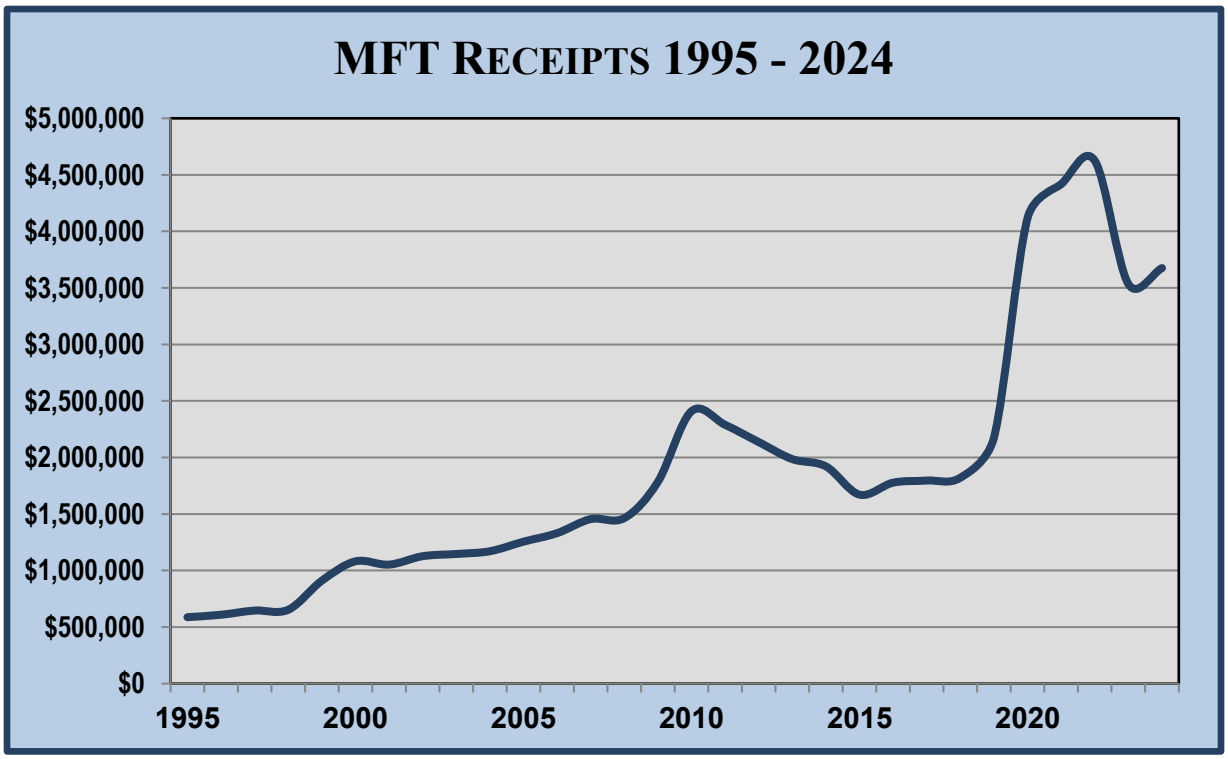


Many of the existing county highways, such as Galena Road, Orchard Road, Plainfield Road, and Ridge Road, simply cannot accommodate the overwhelming increase in traffic. In fact, several of these roadways are already approaching the 2-lane threshold, in which consideration should be given to making capacity improvements. Additionally, the increase in traffic will drive the need for numerous intersection improvements, designed to improve safety at the crowded intersections.

Current & Anticipated Transportation Funding

There are several revenue sources that will help fund the needed capital improvements and provide maintenance for transportation infrastructure on the County System. They are described in some detail herein. Please refer to Exhibit 1, Historical Highway Department Funding, and Exhibit 3, Estimated Annual Funding Levels for Capital Improvements, for more information. These revenues are described in more detail below.

Motor Fuel Tax: Kendall County, like all other counties in the State of Illinois, receives motor fuel taxes based on the number of registered vehicles in the county. According to Illinois Secretary of State, there were 124,624 registered vehicles in Kendall County in 2024. The motor fuel taxes collected can be used for both capital improvements and maintenance. In 2019, the Illinois Legislature approved the Rebuild Illinois Program, which doubled the State Motor Fuel Tax - increasing the gas tax from 19¢ per gallon to 38¢ per gallon, and indexing it to inflation. Additionally, a bonding component of this program provided an additional $4.1 million dollars to Kendall County in the first 3 years of the program. This is the first increase to MFT in almost 30 years, and will help to fund needed improvements on both the State and Local Highway Systems. Although Kendall County expects to receive a significant increase in Motor Fuel Taxes, the increase represents only about a 15% increase in the overall capital program.

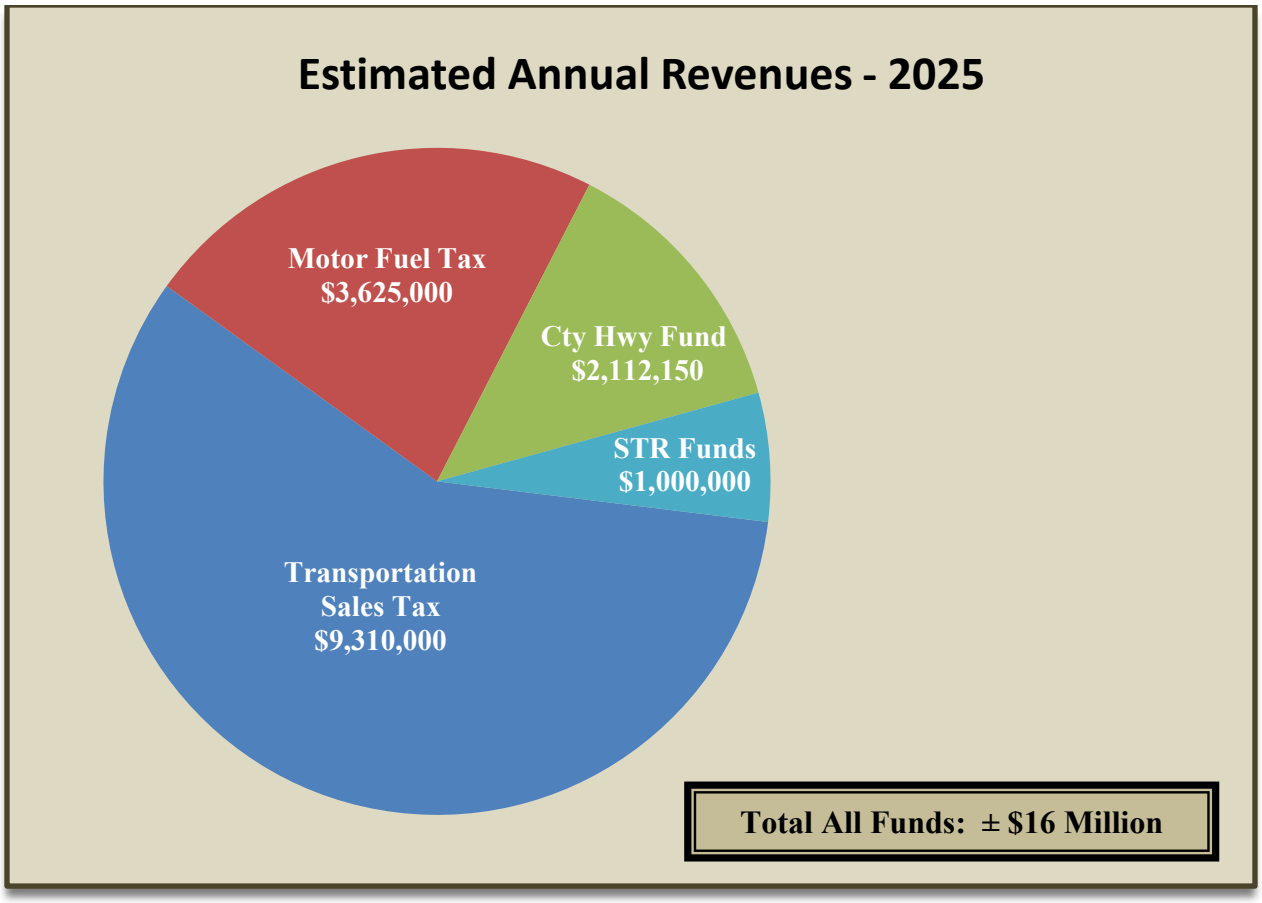


Motor Fuel Tax Trends

- *Continuing increases in population will result in more registered vehicles in Kendall County. Therefore, MFT revenues should trend upwards.*
- *As a result of ReBuild Illinois increases to the State's motor fuel taxes, all local agencies have seen a significant increase in motor fuel tax revenues beginning in 2020. Additionally, all local agencies are enjoying a 3-year bond component of the legislation, which will add about $4 million over 3 years to the MFT fund.*
- *A 1.5% per year growth factor is predicted over the next 20 years for County Motor Fuel Taxes (see Exhibit 3 & 7), beginning with estimated receipts of $3.5 million in 2025.*

As a footnote to the assessment of this fund, it is important to note that Kendall County must be vigilant in evaluating opportunities to more accurately document vehicle registrations for those vehicles with residence in Kendall County. As a county with major populations centers such as Aurora and Joliet located in adjacent counties, and to a lesser degree the cities of Plainfield, Montgomery, Sandwich, and Minooka, there have been many documented cases where vehicles owned by Kendall County residents have been incorrectly registered in the adjacent counties. Kendall County Administrative Services was successful in working with the Secretary of State's Office on multiple occasions to accurately assign vehicle registrations to the correct counties.

Finally, it is important to note that increases in electric vehicles could someday compromise the collection of motor fuel taxes in Illinois and across the Country. However, as of September 15, 2025, Illinois Secretary of State identified just 1,733 electric vehicles (1.4% of total) registered in Kendall County; so this does not appear to be an issue for Kendall County in the near term.



County Highway Fund: The County Highway Fund is a property tax supported fund. Over 85% of all revenues in this fund are derived from property taxes. The fund itself is used for operating expenses for the Kendall County Highway Department. Salaries, maintenance supplies, equipment maintenance, and other operational expenses come out of this fund. No capital-type road or bridge improvements are funded from the County Highway Fund. Even though the historical funding is shown in Exhibit 1 and Exhibit 2, it has been done so only for informational purposes, and has not been included in the Total Capital Funds, since capital improvements have not historically been funded from the County Highway Fund.

County Highway Fund Trends

- *The property tax component of the County Highway Fund had been increasing at a rate of about 4.8% per year during the period from 1998 to 2008 until tax revenues from the Federal Aid Matching Fund were directed to the Highway Fund beginning in 2008. This move was a result of increasing costs for commodities and salaries, as well as the redundancy created by the initiation of the Transportation Sales Tax Fund, which went into effect on July 1, 2007. It also allowed the Board to budget capital equipment costs out of the County Highway Fund, rather than the General Fund.*

- *Following historical trends, it is now expected that revenues in this fund will stabilize at the new levels and will only see minor increases for the near future. A 1.5% per year growth factor is provided, which is a slightly conservative estimate based on the historical growth in this fund, as shown in Exhibit 2.*
- *It is anticipated that property tax revenues for this fund may actually be eliminated in the long term, as growing Transportation Sales Tax Revenues may gradually replace them. Highway Fund might remain as a shell fund – for operational purposes – but would have revenues coming mainly from sales taxes. Capital-type improvements would still not be appropriated through this fund. It has therefore not been included in the Total Capital Funds in Exhibits 1, 3, & 7.*

As mentioned previously, funds in the County Highway Fund are operational and have not been programmed for capital improvements. Conversely, funds in the Motor Fuel Tax Fund and Transportation Sales Tax Fund will be used for capital improvements and have been estimated in the Capital Program in the attached exhibits

County Bridge Fund: The County Bridge Fund has historically been a property tax supported fund, receiving nearly all of its revenues from property taxes. For the first time in over 100 years, there will not be a County Bridge tax – and said tax is proposed to be permanently eliminated. Transportation Sales Taxes are taking over all the heavy lifting for the Highway Department. The Bridge Fund will remain as a shell fund to coordinate improvements with other township agencies, but revenues will come primarily from the sales taxes.

The cost of bridges continues to increase dramatically, far outpacing the increases in pavement construction, and dwarfing the increases in the consumer price index. Thankfully, IDOT has recently increased the Township Bridge Program from a mere $15 million/yr. statewide to $60 million/yr. and is now allowing township projects to be funded 100% with TBP funds. Combined with soaring revenues in the Transportation Sales Tax Fund, it is expected that Kendall County will be able to address future bridge needs with the proposed changes in source revenues.

Although Kendall County has only 31 bridges on the County Highway System, the County is frequently petitioned by Townships to participate in bridge projects on the Township System (48 bridges). The County typically helps fund these projects on a 50/50 basis. The annual cost of the joint bridge projects is relatively small, with occasional upward spikes. But a general downward trend in joint bridge projects is expected as township facilities are consumed by municipalities through annexations.

County Bridge Fund Trends

- *Going forward, this Fund will have perfunctory duties only, having no independent source of revenue. It will no longer be included in the capital funds being utilized in the 20-year plan. Instead, as described above, the Transportation Sales Tax Fund will take over most of the duties of funding bridges in Kendall County. Therefore, the County Bridge Fund has been removed as a source of revenue from all future funding scenarios.*

Federal Aid Matching Fund: This fund has historically been supported entirely by property taxes. The monies received were used to match federally funded projects, and were also used for other road and bridge improvements on any other federal aid route. The fund has experienced a roller coaster ride over the past 30 years, going from $384 in revenues in 1993 to $250,000 in 2003, and increasing to $350,000 in 2006.

With the introduction of the Sales Tax for Transportation in 2007, there is no longer a need to maintain this fund, since expenditure line items are essentially the same in the two funds. Therefore, the property tax revenues of the FAM Fund, since FY 08, have been re-allocated to the County Highway Fund, and used for operational and maintenance purposes. The yearly levy in this fund has been reduced to zero. This simplifies real estate tax levies and yields more revenues for operational expenses in the Highway Fund as discussed previously.

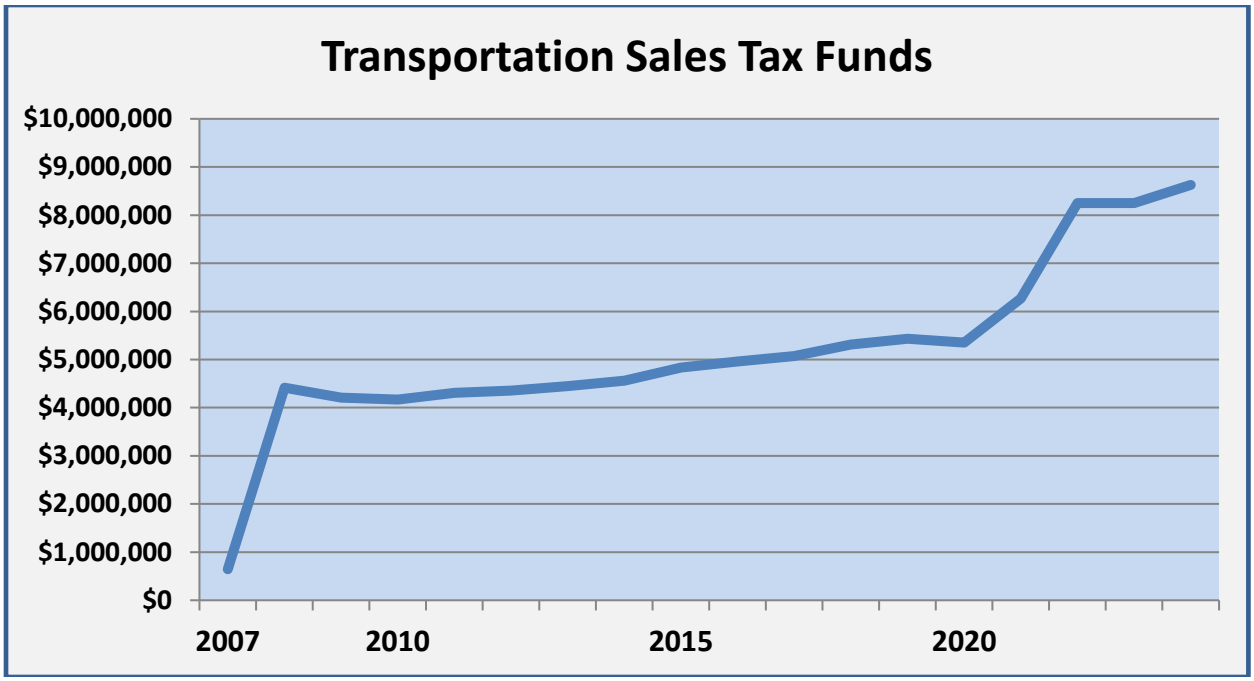
In fiscal year 2024, Kendall County levied approximately $1,500,000 in the County Highway Fund, $500,000 in the County Bridge Fund, bringing the total direct funds (real estate taxes) for highways to $2 million… exactly the same levy as in 2014 (refer to the Chart on Page 7). In fact, the combined property tax levy for the Highway Department has remained essentially unchanged since 2009.

Federal Aid Matching Fund Trends

- *As stated, the Federal Aid Matching Fund has become a shell fund that is not expected to fund any future improvements. These funding duties will now rest with the Transportation Sales Tax Fund. The F.A.M. Fund has been removed as a source of revenue from all future funding scenarios.*

Transportation Sales Tax Fund: On November 7, 2006, voters in Kendall County approved an increase of 1/2¢ in the local sales tax for transportation purposes. This tax, similar to the Public Safety Sales Tax, was officially implemented July 1, 2007, and the first revenues were received from Illinois Department of Revenue (IDOR) in October 2007. With reductions in other Capital Funds, this revenue stream is instrumental in maintaining the County Highway System at such a high level. The Fund is the workhorse for the Highway Department, funding the majority of capital improvements on the County Highway System.

By statute, funds can be used for any transportation purpose for which a county may expend funds under the Illinois Highway Code; meaning that these funds can be used for engineering, land acquisition, construction, and maintenance of highways and bridges. These activities are essentially the same as those previously performed by the Federal Aid Matching Fund and the County Bridge Fund. With increasing revenues in the Sales Tax Fund, Kendall County has been able to eliminate the two real-estate-based funds.



Transportation Sales Tax Trends

- *With inflation recently hitting a 40-year high; and the price of gasoline more than double what it had been in 2020, sales tax revenues are soaring. Increases can also be attributed to the recent legislation that required the collection of sales tax for on-line purchases. Over the past 10 years, annual increases have averaged nearly 6%. With new businesses continuing to locate in Oswego, Yorkville, and Plano, sales taxes should remain strong for the foreseeable future. Sales tax receipts are projected to begin at $9 million in the current year and then grow at a rate of approximately 3% per year over the period of this study.*
- *The Kendall County Board cannot increase the sales tax without another referendum, but they can decrease or eliminate the tax at any time. Because of the enormous need for transportation funding, it is expected and assumed that the ½¢ tax rate will not be reduced during the life of this transportation plan.*

Federal Funds: Federal Funds include Surface Transportation-Rural Funds (STR). These federal funds are allocated to Kendall County based on a formula that includes land area, population and mileage. Funds can be used for rural county highways and also for bridge rehabilitation and reconstruction. The funds are actually never in the hands of Kendall County, but are allocated and administered by the Illinois Department of Transportation. Funds can only be spent on projects on the federal aid system and which meet federal eligibility rules.

Due to its continual urbanization, Kendall County has recently been required by federal law to be included in a Metropolitan Planning Organization (MPO). Kendall County is now represented by the Kane/Kendall Council of Mayors, under the umbrella of the Chicago Metropolitan

Agency for Planning (CMAP). CMAP is a result of the consolidation of the Chicago Area Transportation Study (CATS) and the Northeastern Illinois Planning Commission (NIPC). A potential increase in the availability of federal urban funds may come as a result of Kendall's inclusion in the Chicago Metropolitan Area. However, Kendall County will have to compete with other municipal agencies in Kendall and Kane County to garner the funds. Additionally, the pot of urban funds is expected to be small, based on Kendall's relatively small population, compared with other collar counties.

Federal Fund Trends

- *An upward spike in federal funds typically occurs with the passage of the 5-7 year federal transportation bill – most recently with the Infrastructure Investment and Jobs Act (IIJA). Said bill will expire in 2026. Revenues tend to stabilize for the remainder of the bill, and then experience another spike with passage of a subsequent bill. Exhibits 3 & 7 reflect these spikes and plateaus over the next 20 years.*
- *No significant increases in federal funds are projected under this funding plan, even though more urban revenues may become available. It is expected that these additional urban funds will not provide a consistent source of revenue for the County, but will instead be an occasional earmark for specific projects.*

Needed Highway / Bridge Improvements

Anticipated improvements on the County Highway System can be categorized in three ways: Intersection Improvements; Capacity Improvements; and Bridge Improvements.

Intersection Improvements: As the volume of vehicles entering an intersection increases, the need for turning lanes, traffic signals or roundabouts increases. Turning lanes and signals generally provide a greater level of safety for the motorists, while roundabouts can create an even greater level of safety and eliminate maintenance and electrical costs that are needed for traffic signals. Capacity of the intersection generally increases with the implementation of these improvements.

The cost of an intersection improvement can vary greatly depending on many factors. For the purposes of this study, historical costs of 3-leg and 4-leg intersections were used as a baseline, with other adjustment factors assigned where needed.

Capacity Improvements: For the purposes of this study, capacity improvements are defined as "add lane" improvements. In general, 2-lane roadways and bridges can accommodate a limited amount of traffic. As roadways approach 15,000 vehicles per day, consideration should be given for capacity improvements. Capacity improvements are identified on several county highways where impending growth will dictate the need for additional lanes.

Bridge Improvements: These improvements are self-explanatory. Bridges that have reached the end of their useful life, or bridges that require capacity improvements, must either be rehabilitated or replaced.

A list of anticipated improvements required over the next 20 years has been included in this funding plan as Exhibit 5. These projects are also represented pictorially on Exhibit 6.

It is important to note that this plan assumes financial cooperation of future developments in the capacity improvements of several roadways, including Little Rock Road, Galena Road, Grove Road, Plainfield Road, Ridge Road and Caton Farm Road. These funds are anticipated through county/municipal cooperation during the annexation phase, and can generally be described as development fees. Although not an "impact fee" in the legal sense of the word, these development fees have been discussed at length with the municipalities in Kendall County. It is the general belief that municipalities will begin to require developers to set aside funds for the future improvement of county transportation corridors that will affect their developments, or they will simply require developers to actually construct the improvements to the County Highway System.

To this end, significant progress has been made with several municipalities in Kendall County. The Village of Oswego, City of Yorkville, and City of Plano have already adopted policies to collect transportation development fees on behalf of Kendall County. As three of the larger contributors to new residential developments in the County, this should make a significant impact in the ability to improve County Highways as development occurs. Minooka, Joliet, and Plainfield are also recognizing the need to improve County corridors as part of the normal development cycle. But since collection of these fees may frequently be at building permit time, revenues will ride the cycles of boom and bust in the real estate market.

Obviously, no one can know, with certainty, to what degree Kendall County will have to participate in the listed projects. Projects along state routes, which are initiated by the state, are frequently paid for by the state. On the other hand, projects initiated by a local agency are frequently paid for, to a larger degree, by the local agency. There is also a significant degree of uncertainty with the level of funding to be provided by municipal developments. Kendall County is currently working with municipal agencies to address some of these municipal issues. In general, it is assumed that underestimated costs on one project may well be balanced by overestimated costs on another project.

Maintenance & Pavement Preservation

Capital improvements to the county road and bridge system cannot simply be built and forgotten. Ongoing rehabilitation and maintenance is required each year to keep the system operating at its greatest efficiency. The cost of "maintaining" the system is included in capital costs that are summarized in Exhibit 7.

The estimated life of a flexible pavement, before it needs some type of maintenance or rehabilitation, is about 15 years. In Kendall's case, with approximately 280 lane-miles of pavement, about 20 lane-miles (10 centerline miles) should be rehabilitated each year just to keep the system operational. The approximate cost of rehabilitating 20 lane-miles of pavement is about $3,000,000 in 2025 dollars. It is expected that these costs will grow at some inflationary rate over the next 20 years. For the purposes of this study, an annual increase of 2.0% has been

assumed. This increase is approximately the same as the 15-year historical increase in the Consumer Price Index (2.23%), shown in Exhibit 4.

Additionally, County Highway System mileage is expected to increase from 280 lane miles currently to approximately 400 lane miles in 2045 if all improvements identified in Exhibit 5 are completed. Annualized over this 20-year period, it means that the highway system will grow an average of 2% per year. Therefore, the assumption of 2.0% annual increase in maintenance cost may be slightly underestimated for the purposes of this study.

Assumptions

As with any long term study, many assumptions must be made to reach a congruent conclusion. This study is no different. But in an effort to provide greater insight to the conclusions drawn in the final analysis, a list of some of the major assumptions is provided here.

- Kendall County will continue to maintain its highway and bridge system, without adding or deleting significant facilities from other agencies.
- Kendall County will grow at a rate predicted by the Chicago Metropolitan Agency for Planning (CMAP), i.e., will grow to a population of approximately 200,000 by 2050.
- Motor Fuel Taxes will continue to increase due to the projected increases in registered vehicles in the county. This also assumes that technological advances in transportation will not cause a fundamental redistribution of these funds.
- The Kendall County Board will continue to levy property taxes for the County Highway Fund in the near term. Increases will not be less than an average of 1.0% in the Highway Fund over the period of this study.
- Federal funds will continue to be made available to Kendall County through the State of Illinois for improvements on the federal aid network.
- Inflation for road and bridge construction will not exceed an average of 2.0% over the period of this study. Inflation has averaged approximately 2.23% per year over the past 15 years in the Midwest Urban Area (see Exhibit 4).
- No new revenue sources will become available, other than the ones under consideration as part of this study.
- Developers will pay for new intersections on county highways that will serve their developments.
- Municipal developers will pay a significant share of the cost of constructing a 4-lane WIKADUKE Trail, and will assist in the financing of other capacity improvements through the collection of development fees.
- Kendall County will be on the receiving end of significant federal funding or other local funding for major projects identified in the long range plan.
- The life cycle costs of maintaining flexible pavements will not change dramatically due to technological advances, or for other reasons.
- The new Transportation Sales Tax, implemented in 2007, will stay at ½ ¢ for the length of this study.

Analysis

Referring to Exhibit 7, Kendall County is now receiving significant Transportation Sales Tax Revenues. It is expected that revenues from this tax will total approximately $9 million in FY 2025. Revenues from the Sales Tax have had a significant and dramatic impact on the ability of Kendall County to provide improvements to the County Highway System, by more than doubling available funds for capital improvements. For this reason, County Bridge taxes are being eliminated beginning in the County's fiscal year 2026. An annual inflator of 3% has been assumed for Sales Tax revenues. Reviewing historical trends for Transportation Sales Taxes, it is certainly possible and probable that the fund will grow at an annual rate greater than 3% as the economy continues to gain strength; but a conservative estimate of just 3% is being assumed for the purpose of this study.

With the Sales Tax for Transportation in place, the total capital program for Kendall County will have annual revenues over $13 million per year in 2025 and will grow to over $22 million per year in 2045. This is a rather nominal increase in the program, considering that inflation will likely exceed the increase in revenues to the program. Still, the combined capital revenues are very dependable and should help to address the transportation needs of this County for the foreseeable future. It will also allow tremendous flexibility in the program by allowing the County to partner with other transportation agencies to make system-wide improvements.

The single biggest, and arguably most important, transportation project in Kendall County's history - that being construction of the Eldamain Road Extension over the Fox River – was completed in 2023. This will allow the County to turn its attention to the Ridge Road Corridor (WIKADUKE Trail). Significant increases in traffic have been observed in this corridor over the past 10 years. More is anticipated in the future. Some funding for projects in this corridor has already been committed by the Kane-Kendall Council of Mayors (KKCOM); and the County will continue to pursue all available Federal and State grants for this important corridor.

The list of needed projects (Exhibit 5) also assumes that the County will receive financial participation from other agencies, collection of fees from developments within corporate limits, and federal and state funding on key components of the plan.

Averaged over 20 years, it is estimated that revenues and expenditures will be about balanced, with an approximate $3 million combined deficit at the end of this plan. However, so many uncertainties exist in the compilation of a long-range transportation plan, that this deficit should be viewed as insignificant… considering it is less than 1% of the total cost of the Plan. Nevertheless, it is important that the Kendall County Board remain vigilant in awareness of the need to continue pursuing funding for needed transportation projects.

Conclusion

Based on the information contained in this study, it is expected that existing revenue streams should address the majority of vehicular transportation needs over the life of this study, assuming Kendall County continues to be successful in collecting Transportation Development Fees for new residential developments in the County, as well as continuing to receive state and federal assistance on specific projects.

The funding plan does not currently include a public transit component. Therefore, intermodal additions to the plan will require a complete reevaluation of the capital program and its funding components.

If new highways and bridges are added to the current County Highway System, or if intermodal additions are considered, the County may want to consider additional revenue streams to fund these additional components. Sources to consider have been identified in *Transportation Fiscal Impacts of Growth in Kendall County*, prepared by Robinson Engineering Ltd. on July 6, 2004.

KENDALL COUNTY

Historical Highway Department Funding (Annual)

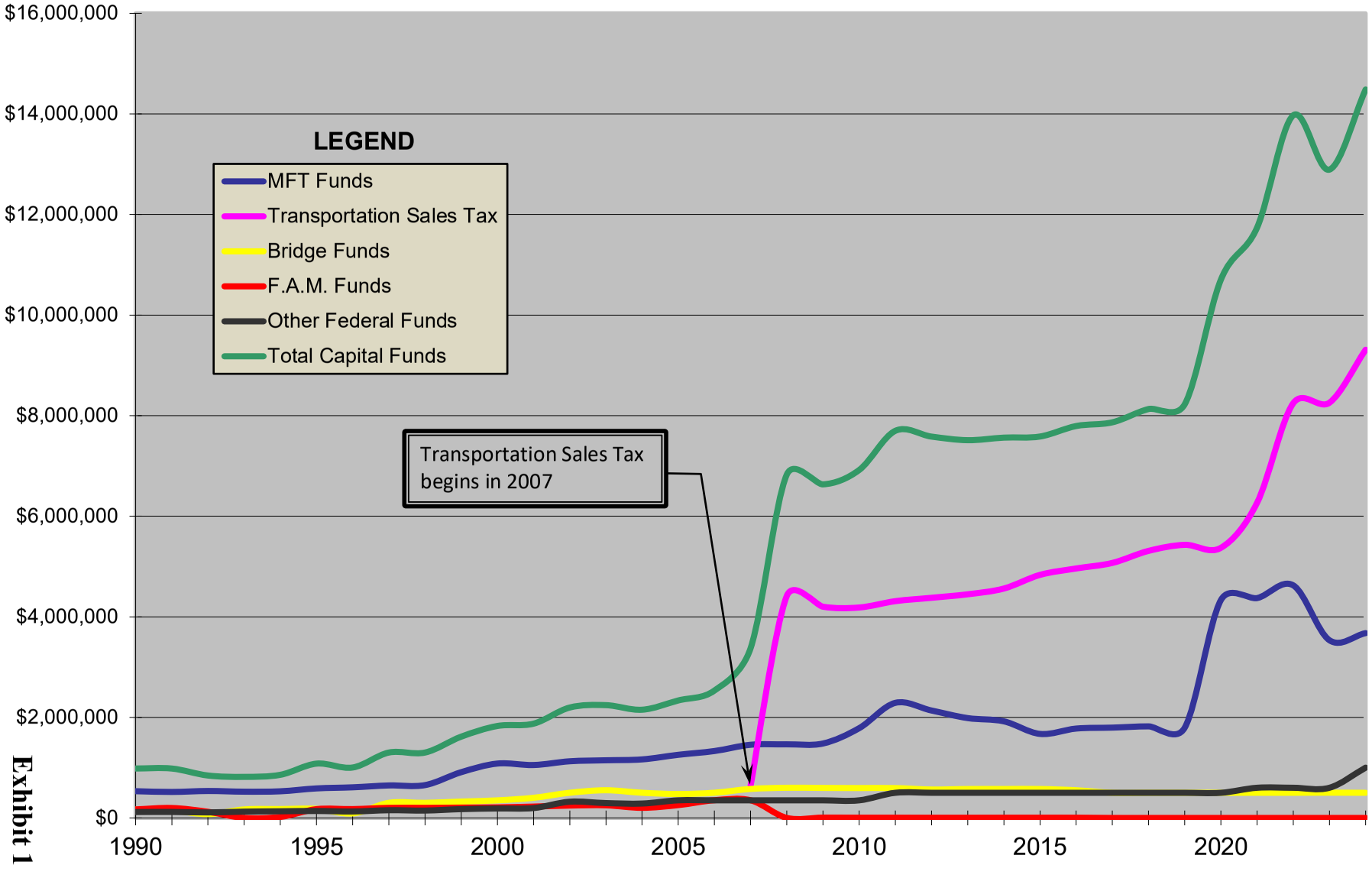


Exhibit 1

Kendall County Highway Department
Historical Tax Levy Data

Year	County Highway Fund		County Bridge Fund		F.A.M. Fund		Total
	Rate	Extension	Rate	Extension	Rate	Extension	Extension
1987	0.1000	$475,732	0.0500	$160,572	0.0500	$160,573	$796,877
1988	0.0992	$485,397	0.0496	$167,667	0.0496	$167,667	$820,731
1989	0.0958	$475,972	0.0444	$154,861	0.0444	$154,861	$785,694
1990	0.0849	$491,599	0.0412	$164,294	0.0425	$169,461	$825,354
1991	0.0774	$494,332	0.0332	$148,521	0.0442	$197,727	$840,580
1992	0.0295	$285,266	0.0148	$76,057	0.0238	$122,015	$483,338
1993	0.0757	$577,168	0.0303	$168,947	0.0000	$384	$746,499
1994	0.0683	$562,533	0.0295	$175,932	0.0034	$20,074	$758,539
1995	0.0882	$559,609	0.0284	$180,098	0.0276	$174,655	$914,362
1996	0.0792	$545,028	0.0131	$90,150	0.0254	$175,483	$810,661
1997	0.0740	$560,223	0.0397	$300,365	0.0265	$200,496	$1,061,084
1998	0.0670	$550,693	0.0365	$300,004	0.0244	$200,551	$1,051,248
1999	0.0631	$559,431	0.0367	$325,374	0.0232	$205,686	$1,090,491
2000	0.0605	$580,306	0.0364	$349,524	0.0216	$209,715	$1,139,545
2001	0.0525	$610,161	0.0364	$400,516	0.0216	$225,290	$1,235,967
2002	0.0576	$678,103	0.0426	$500,336	0.0208	$246,048	$1,424,487
2003	0.0488	$680,060	0.0395	$550,458	0.0179	$250,842	$1,481,360
2004	0.0400	$639,500	0.0313	$500,408	0.0126	$201,442	$1,341,350
2005	0.0352	$641,311	0.0251	$475,517	0.0140	$255,067	$1,371,895
2006	0.0357	$761,330	0.0235	$501,155	0.0165	$351,875	$1,614,360
2007	0.0313	$801,910	0.0225	$576,453	0.0137	$350,996	$1,729,359
2008*	0.0411	$1,251,316	0.0197	$599,779	0.0000	$0	$1,851,095
2009	0.0427	$1,399,509	0.0182	$596,512	0.0003	$6,555	$2,002,576
2010	0.0436	$1,465,512	0.0177	$594,281	0.0002	$5,048	$2,064,841
2011	0.0462	$1,465,357	0.0187	$593,883	0.0002	$5,076	$2,064,316
2012	0.0509	$1,485,191	0.0194	$565,078	0.0002	$4,084	$2,054,353
2013	0.0552	$1,474,998	0.0215	$574,886	0.0002	$4,005	$2,053,889
2014	0.0584	$1,475,080	0.0228	$575,074	0.0002	$5,053	$2,055,207
2015	0.0583	$1,475,151	0.0228	$575,243	0.0002	$5,057	$2,055,451
2016	0.0569	$1,500,055	0.0209	$550,152	0.0000	$5,013	$2,055,220
2017	0.0528	$1,500,104	0.0176	$500,035	0.0000	$0	$2,000,139
2018	0.0495	$1,499,906	0.0165	$499,868	0.0000	$0	$1,999,774
2019	0.0465	$1,500,027	0.0155	$500,224	0.0000	$0	$2,000,251
2020	0.0437	$1,500,187	0.0146	$500,177	0.0000	$0	$2,000,364
2021	0.04185	$1,499,895	0.01395	$500,085	0.00000	$0	$1,999,980
2022	0.03968	$1,500,333	0.01323	$500,237	0.00000	$0	$2,000,570
2023	0.03636	$1,505,641	0.01212	$501,880	0.00000	$0	$2,007,521
2024†	0.03260	$1,510,574	0.01087	$503,679	0.00000	$0	$2,014,253
2025	0.02881	$1,500,374	0.00961	$500,472	0.00000	$0	$2,000,846

** Federal Aid Matching Revenues are rolled into County Highway Revenues*
Capital Expenditures were then taken out of Highway Fund instead of General Fund
† Capital Expenditures now taken out of Transportation Sales Tax Fund

1987 to 2025 Historical Trend in Highway Funding

Fund	Tax Rate Reduction (%)	Ave. Annual Increase in Funds
County Highway Fund	71%	2.99%
County Bridge Fund	81%	2.96%
Total Extension for Highway Department	81%	2.39%

Exhibit 2

KENDALL COUNTY

Estimated Annual Funding Levels for Capital Improvements w/ No New Funds

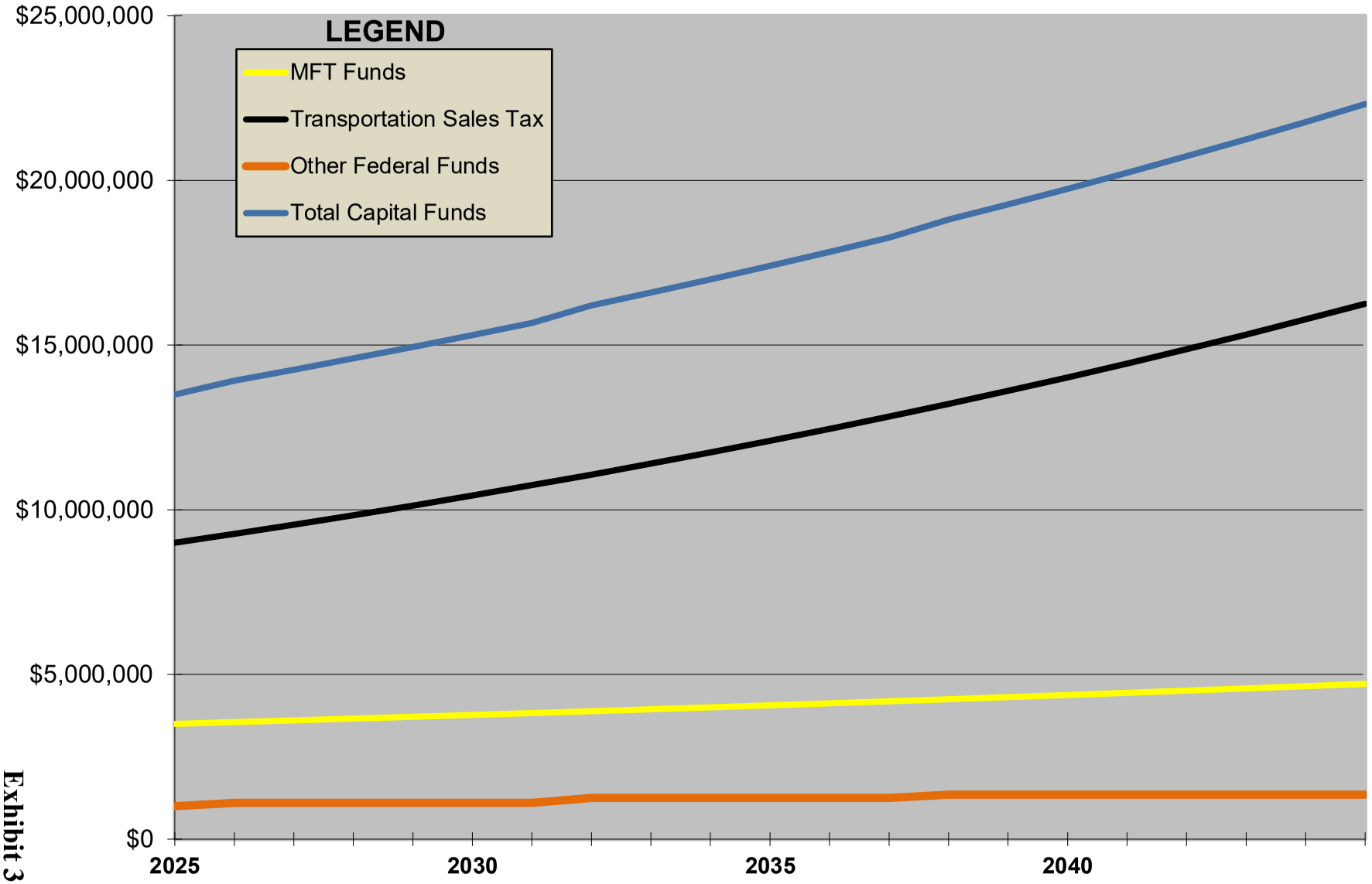
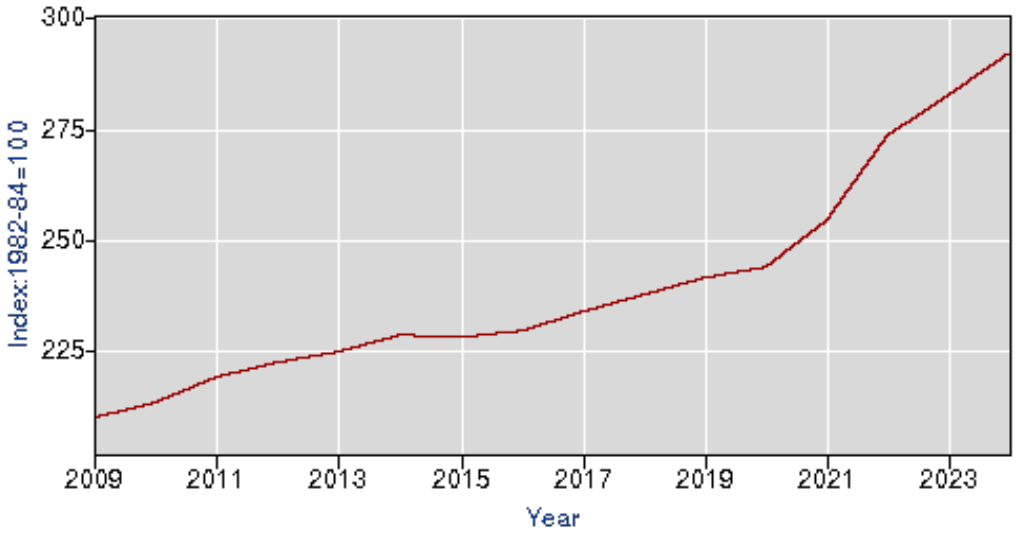


Exhibit 3

Consumer Price Index for All Urban Co
Original Data Value

Series Id: CUURS23ASA0,CUUSS23ASA0
Not Seasonally Adjusted
Series Title: All items in Chicago-Naperville-Elgin, IL-IN-WI, all urban consumers, not seasonally adjusted
Area: Chicago-Naperville-Elgin, IL-IN-WI
Item: All items
Base Period: 1982-84=100
Years: 2009 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2009	207.6	207.4	207.5	207.9	209.8	211.0	210.9	211.4	211.3	211.7	212.2	211.2	210.0
2010	212.1	212.5	213.0	212.9	213.0	212.2	212.5	212.8	213.3	213.3	213.1	213.8	212.9
2011	215.2	216.2	217.9	218.8	220.1	220.2	219.3	219.7	220.0	219.6	219.2	218.2	218.7
2012	219.6	219.6	222.4	222.4	222.3	222.1	221.6	223.0	223.6	223.2	222.4	221.8	222.0
2013	222.3	224.7	224.4	224.5	225.6	225.9	225.4	225.5	225.2	224.4	223.7	223.0	224.5
2014	225.0	226.2	228.8	229.8	229.6	230.5	229.6	229.8	229.8	229.0	227.2	226.3	228.5
2015	225.9	225.8	227.4	227.7	228.5	228.8	228.6	229.5	228.8	228.6	227.6	226.3	227.8
2016	228.0	227.4	227.8	229.2	229.2	230.3	228.5	229.0	230.3	230.5	231.0	230.5	229.3
2017	232.2	232.5	232.2	233.1	233.4	233.4	233.5	234.2	235.2	234.2	235.2	234.3	233.6
2018	236.3	236.3	236.4	237.9	238.9	238.5	237.9	238.1	239.0	238.9	237.5	236.8	237.7
2019	238.2	239.7	240.0	239.7	241.8	240.8	241.6	242.0	242.4	243.2	242.7	242.1	241.2
2020	244.4	244.4	242.7	240.4	242.7	243.5	244.0	244.3	245.7	245.6	244.6	244.2	243.9
2021	246.0	247.4	249.0	251.5	253.9	255.0	255.9	256.1	256.9	258.6	259.3	260.4	254.2
2022	262.7	264.8	268.4	269.6	274.3	277.8	277.3	277.5	278.0	278.4	276.9	274.6	273.4
2023	277.0	278.0	280.3	282.4	283.4	283.6	283.5	284.0	284.4	285.2	283.9	283.8	282.5
2024	286.0	287.4	289.1	290.9	292.1	292.1	293.9	294.6	296.0	295.2	294.5	294.8	292.2



Average Annual Increase in CPI from 2009 to 2024: 2.23%

Exhibit 4

2025-2045 ANTICIPATED CAPITAL IMPROVEMENTS

Kendall County Highways

Highway	*2025-2045 Anticipated Capital Improvements*	*Estimated Total Cost (County Share)*	
Cannonball Trail	*Intersection Improvement at Bristol Ridge Rd.*	*$1,000,000*	
	Urban 3-Lane Section - Rte 47 to Galena Rd.	*$7,500,000*	
Caton Farm Road	*Bridge Replacement East of Ashley Rd.*	*$1,000,000*	
	Intersection Improvement at Grove Rd.	*$1,500,000*	
	Bridge Replacement east of Schlapp Rd.	*$2,000,000*	
	Intersection Improvement at Ridge Rd.	*$1,500,000*	
	Urban 5-Lane Section from Schlapp Rd. to Ridge Rd.	*$10,000,000*	*
Eldamain Road	*Miscellaneous Intersection Improvements*	*$3,000,000*	
	Contract C - Highpoint Rd to Walker Rd	*$8,000,000*	
Fox Road	*Box Culvert Replacement at Pavillion Rd.*	*$500,000*	
	Realignment at Illinois Railways & Eldamain Rd.	*$4,000,000*	
Fox River Drive	*Intersection improvement at Crimmins Rd.*	*$2,500,000*	
	Reconstruct Crimmins Rd. as FRD Extension	*$5,000,000*	
	Rehabilitate Bridge over Fox River	*$10,000,000*	
Galena Road	*Intersection Improvement at Little Rock Rd.*	*$1,500,000*	
	Intersection Improvement at Rock Creek Rd.	*$500,000*	
	Intersection Improvement at Rte. 47 w/ Bridge	*$500,000*	
	Urban 3-Lane Section from Eldamain to Rte. 47	*$4,750,000*	*
	Urban 3-Lane Section from Rte. 47 to Orchard	*$18,000,000*	*
Grove Road	*Intersection Improvement at Rte. 126*	*$500,000*	
	Intersection Improvement at U.S. Route 52	*$1,000,000*	
	Intersection Improvement at Reservation w/ Realignment	*$2,000,000*	
Joliet Road	*Bridge Replacement at Valley Run Creek*	*$1,500,000*	
Little Rock Road	*Intersection Improvement at Abe Street*	*$1,250,000*	
	Intersection Improvement at Center Street	*$1,250,000*	
	Intersection Improvement at Miller Rd.	*$1,250,000*	
	Urban 3-lane Rte. 34 to Miller Rd.	*$14,000,000*	*
Millbrook Road	*Intersection Improvement at Rte 71 w/ Realignment*	*$2,500,000*	
	Intersection at Fox River Drive & Whitfield Road	*$2,000,000*	
Millington Road	*Intersection Improvement at Rogers Rd.*	*$1,250,000*	
	Intersection Improvement at Millhurst Rd.	*$1,250,000*	
	Extension to Duvick Road	*$3,500,000*	

* County Share reduced by developer donations

Exhibit 5

2025-2045 ANTICIPATED CAPITAL IMPROVEMENTS

Kendall County Highways

Highway	*2025-2045 Anticipated Capital Improvements*	*Estimated Total Cost (County Share)*	
Orchard Road	*Intersection Improvement at U.S. Route 30*	*$2,500,000*	
	Bridge Widening over Fox River	*$10,000,000*	
	Intersection Improvement at Tuscany Tr.	*$500,000*	
	Miscellaneous intersection improvements	*$2,500,000*	
Plainfield Road	*Intersection Improvement at Templeton Dr.*	*$500,000*	
	Intersection Improvement at Collins Rd.	*$2,000,000*	
	Intersection Improvement at Schlapp-Simons	*$2,000,000*	
	Intersection Improvement at Douglas Rd.	*$2,000,000*	
	Urban 3-Lane Section Linden St. to Ridge Rd.	*$15,000,000*	*
Platteville Road	*Replace structure 047-3141*	*$1,000,000*	
Ridge Road	*Construct 4-Lane Widening - Holt Rd to Black Rd*	*$25,000,000*	
	Construct 4-Lane Widening - CFR to Plainfield Rd	*$35,000,000*	
	Signalization of multiple other intersections	*$2,500,000*	
Rock Creek Road	*Transfer to City of Plano before 2045*		
Van Emmon Road	*Rehabilition & JT from Rte. 47 to City Park*	*$1,500,000*	
Walker Road	*Realignment east of Fox River Drive*	*$5,000,000*	
	Intersection Improvement at Lisbon Rd	*$2,000,000*	

* County Share reduced by developer donations

Totals: ***$225,000,000***

Exhibit 5

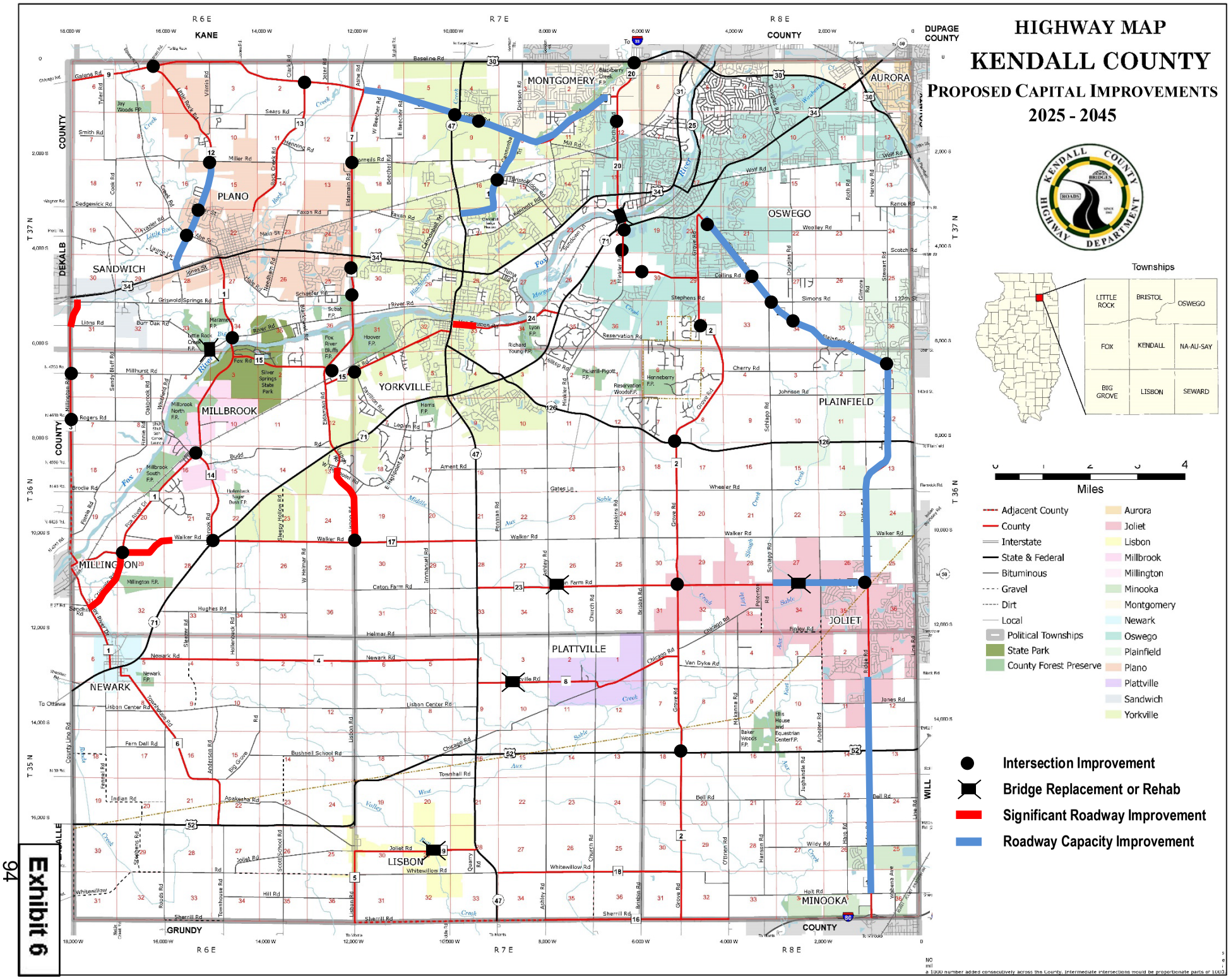

HIGHWAY MAP
KENDALL COUNTY
PROPOSED CAPITAL IMPROVEMENTS
2025 - 2045
KENDALL COUNTY HIGHWAY DEPARTMENT
Townships
LITTLE ROCK
BRISTOL
OSWEGO
FOX
KENDALL
NA-AU-SAY
BIG GROVE
LISBON
SEWARD
0 1 2 3 4
Miles
Adjacent County
County
Interstate
State & Federal
Bituminous
Gravel
Dirt
Local
Political Townships
State Park
County Forest Preserve
Aurora
Joliet
Lisbon
Millbrook
Millington
Minooka
Montgomery
Newark
Oswego
Plainfield
Plano
Plattville
Sandwich
Yorkville
Intersection Improvement
Bridge Replacement or Rehab
Significant Roadway Improvement
Roadway Capacity Improvement
KANE COUNTY
DUPAGE COUNTY
DEKALB COUNTY
WILL COUNTY
MONTGOMERY
AURORA
PLANO
SANDWICH
OSWEGO
YORKVILLE
MILLBROOK
PLAINFIELD
MILLINGTON
NEWARK
PLATTVILLE
JOLIET
LISBON
MINOOKA
GRUNDY
R6E
R7E
R8E
T37N
T36N
T35N

Exhibit 6

FINANCIAL ANALYSIS OF 2025-2045 TRANSPORTATION PLAN

Kendall County

Year	Estimated Revenues ($000's)				Averaged Expenditures ($000's)			Surplus/Deficit
	MFT	Federal	Sales Tax	Total	Capital †	Maintenance ‡	Total	($000's)
2025	3,500	1,000	9,000	13,500	11,250	3,000	14,250	-750
2026	3,553	1,000	9,270	13,823	11,475	3,060	14,535	-713
2027	3,606	1,000	9,548	14,154	11,705	3,121	14,826	-672
2028	3,660	1,000	9,835	14,494	11,939	3,184	15,122	-628
2029	3,715	1,000	10,130	14,844	12,177	3,247	15,425	-580
2030	3,770	1,000	10,433	15,204	12,421	3,312	15,733	-529
2031	3,827	1,250	10,746	15,824	12,669	3,378	16,048	-224
2032	3,884	1,250	11,069	16,203	12,923	3,446	16,369	-165
2033	3,943	1,250	11,401	16,594	13,181	3,515	16,696	-102
2034	4,002	1,250	11,743	16,995	13,445	3,585	17,030	-35
2035	4,062	1,250	12,095	17,407	13,714	3,657	17,371	36
2036	4,123	1,250	12,458	17,831	13,988	3,730	17,718	113
2037	4,185	1,500	12,832	18,517	14,268	3,805	18,072	444
2038	4,247	1,500	13,217	18,964	14,553	3,881	18,434	530
2039	4,311	1,500	13,613	19,424	14,844	3,958	18,803	622
2040	4,376	1,500	14,022	19,898	15,141	4,038	19,179	719
2041	4,441	1,500	14,442	20,384	15,444	4,118	19,562	822
2042	4,508	1,500	14,876	20,884	15,753	4,201	19,953	930
2043	4,576	1,500	15,322	21,398	16,068	4,285	20,353	1,045
2044	4,644	1,500	15,782	21,926	16,389	4,370	20,760	1,166
2045	4,714	1,500	16,255	22,469	16,717	4,458	21,175	1,294
Totals:	85,647	27,000	258,088	370,735	290,062	77,350	367,412	3,323

† $225 Million Capital Improvement Costs (Exhibit 5) are averaged over 20 years using 2025 dollars, and then a 2% rate of inflation is applied.

‡ Annual maintenance (rehabilitation) costs begin at $3,000,000 and increase at an estimated rate of 2.0% per year.

No operational costs for the Kendall County Highway Department are included in this Exhibit (see page 8).

PROJECTED FUTURE TRAFFIC
Kendall County Highways

County Highway	I.D.O.T. Key Route	Highway No.	Length (Miles)	2025 ADT		2045 ADT	
				Loc A	Loc B	Loc A	Loc B
Cannonball Trail	1262	10	2.44	3,350	3,200	5,000	5,000
Caton Farm Road	300	23	4.25	1,600	1,600	3,500	3,500
			4.00	2,250	7,750	4,500	12,000
Chicago Road	283	8	1.79	225	250	1,000	1,000
Collins Road	2514	20	1.63	750	1,250	5,000	6,000
Eldamain Road	4000	7	0.42	650	650	1,500	1,500
			4.34	3,500	9,000	6,000	12,000
			3.52	10,150	8,550	15,000	14,000
Fox River Drive (South)	171	1	2.53	1,100	1,650	2,800	3,200
Fox River Drive	276	1	5.98	850	2,250	2,300	4,000
Fox River Drive	276	1	2.16	3,950	3,300	6,000	5,500
Fox Road (West)	277	15	2.00	2,100	2,100	3,200	3,300
Fox Road (East)			2.88	2,000	3,700	3,000	6,000
Galena Road	177	9	1.75	6,700	6,250	9,000	10,000
			6.61	2,700	5,000	4,500	8,500
			3.78	7,150	13,700	10,000	18,000
Granart Road	168		0.08	6,800	6,800	10,000	10,000
Grove Road (North)	284 2507	2	4.06	1,250	2,650	2,500	5,000
			1.34	3,350	6,250	6,000	9,000
Grove Road (South)	1259	2	7.06	1,000	2,000	2,800	5,000
			3.01	2,450	2,600	5,500	5,800
Joliet Road	281	19	2.55	325	2,300	500	3,300
Lisbon Road	282	5	1.50	900	900	1,500	1,500
Little Rock Road	168/6475/1256	12	1.35	4,350	4,450	6,500	6,900
			3.55	4,200	2,000	6,400	4,000
Millbrook Road	1263	14	2.05	2,800	2,950	4,000	4,300
Millington Road	171	3	2.86	1,750	1,150	3,000	2,000
Minkler Road	3792	20	0.93	4,800	4,800	8,500	10,000
Newark Road	279	4	7.16	900	1,300	1,500	2,100
Orchard Road	3792	20	3.63	18,700	24,400	25,000	35,000
Plainfield Road	1258	22	5.27	9,250	16,800	14,000	24,000
Plattville Road	283	8	2.68	325	325	750	750
Ridge Road	285	11	3.50	15,100	11,500	23,000	20,000
			3.50	8,500	9,650	13,000	16,000
			3.24	9,300	9,300	12,500	14,500
			1.64	15,500	15,500	23,000	23,500
Rock Creek Road	1261	13	3.20	2,450	3,750	3,800	4,800
Sheridan Road	1271		0.19	1,150	1,150	1,700	1,700
Sherrill Road	?	16	2.86	2,400	2,400	3,500	4,500
			1.00	1,000	1,000	1,800	1,800
Townhouse Road	1255	6	4.43	325	1,150	600	2,000
Van Emmon Road	280	24	1.85	3,050	3,050	4,500	4,800
Walker Road	1260	17	5.51	2,050	2,050	3,500	4,500
Whitewillow Road	18	18	3.89	300	250	500	350

Exhibit 8

DESIGN STANDARDS / GEOMETRIC FEATURES
Kendall County Highways

Design Standards for Kendall County Highways and Bridges shall include, but are not limited to, the following publications:

- *Bureau of Design and Environment Manual*
  Illinois Department of Transportation (IDOT)

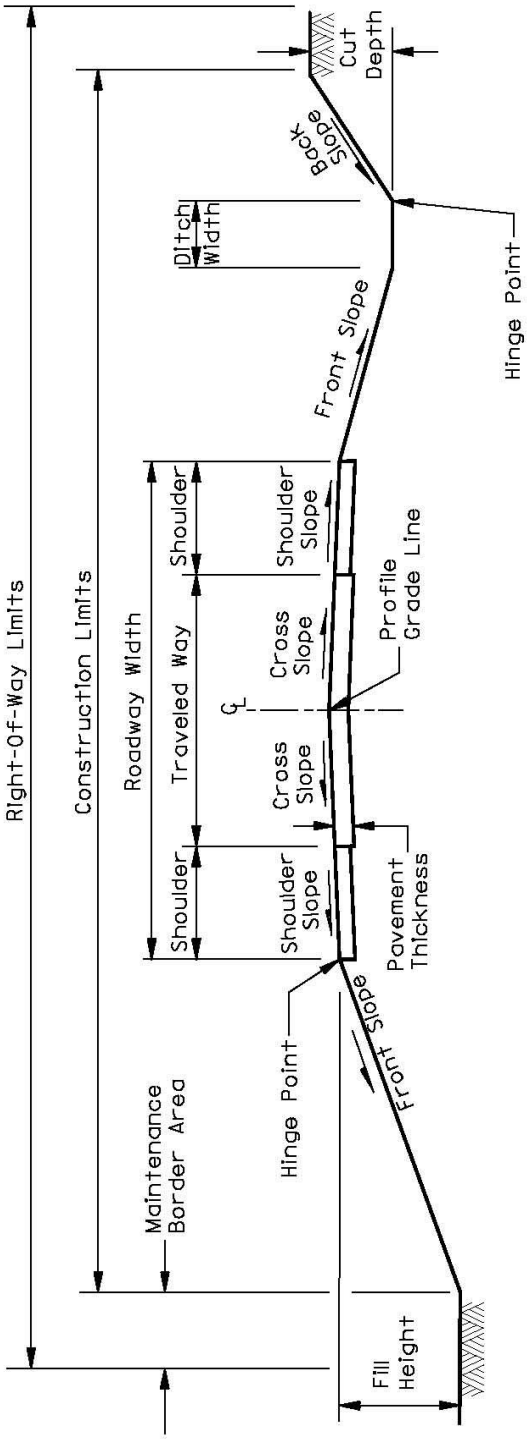
- *Bureau of Local Roads and Streets Manual*
  Illinois Department of Transportation (IDOT)

- *A Policy on Geometric Design of Highways and Streets*
  American Association of State Highway and Transportation Officials (AASHTO)

- *Manual on Uniform Traffic Control Devices for Streets and Highways*
  U.S. Department of Transportation, Federal Highway Administration (FHWA)

Exhibits 9a – 9e provide examples of the geometric features associated with different levels of traffic and different classifications of highways.

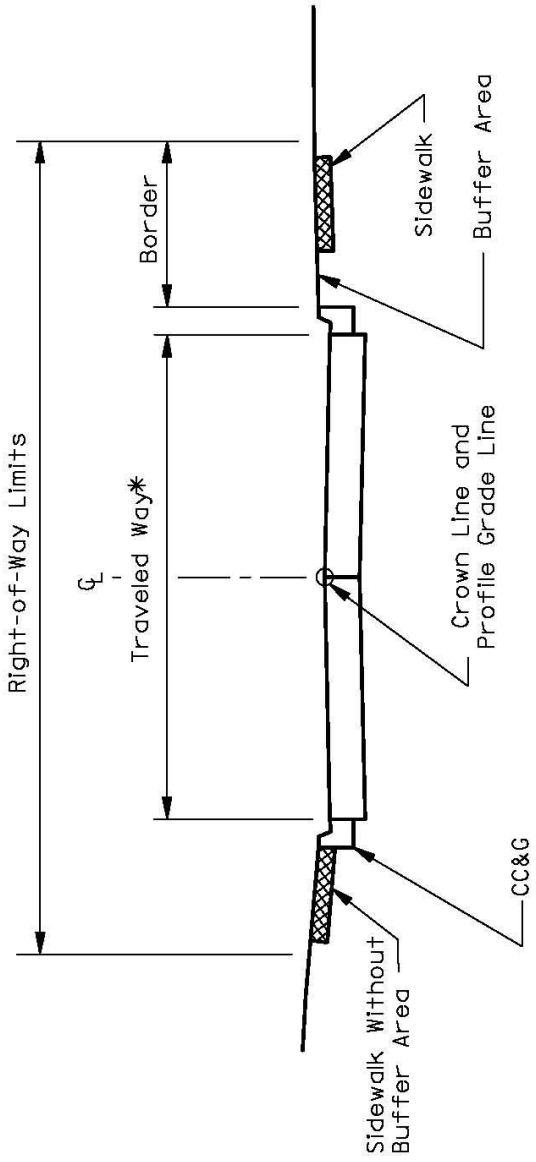
Exhibit 9



TYPICAL CROSS SECTION FOR RURAL TWO-LANE HIGHWAYS

Figure 31-1A

- Travel lanes are typically 12’ to 14’ in width
- Parking lanes are 8’ and variable
- CC&G is normally B.6-24. Sidewalk locations may vary
- Right-of-way limits vary from 60’ to 100’
- This section is applicable for urban highways with AADT ≤ 15,000

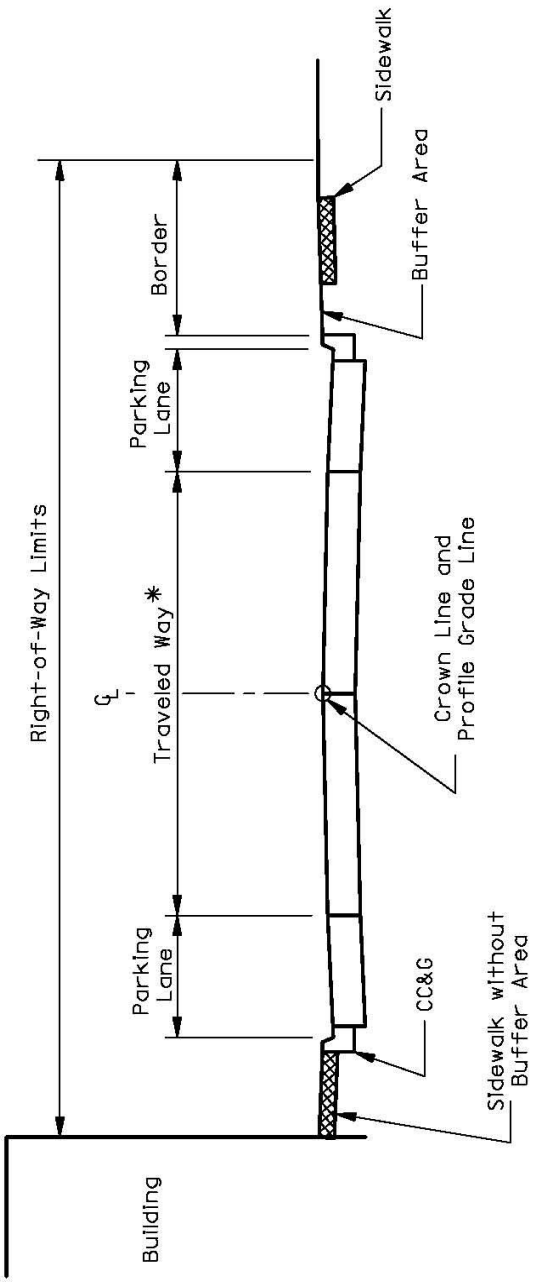


* *The traveled way may have two-way or one-way traffic.*

TYPICAL CROSS SECTION FOR URBAN STREETS
(Two-Lanes without Parking)

Figure 31-1B

- Travel lanes are typically 12’ to 15’ in width
- CC&G is normally B.6-24. Sidewalk locations may vary
- Right-of-way limits vary from 60’ to 100’
- This section is applicable for urban highways with AADT ≤ 15,000

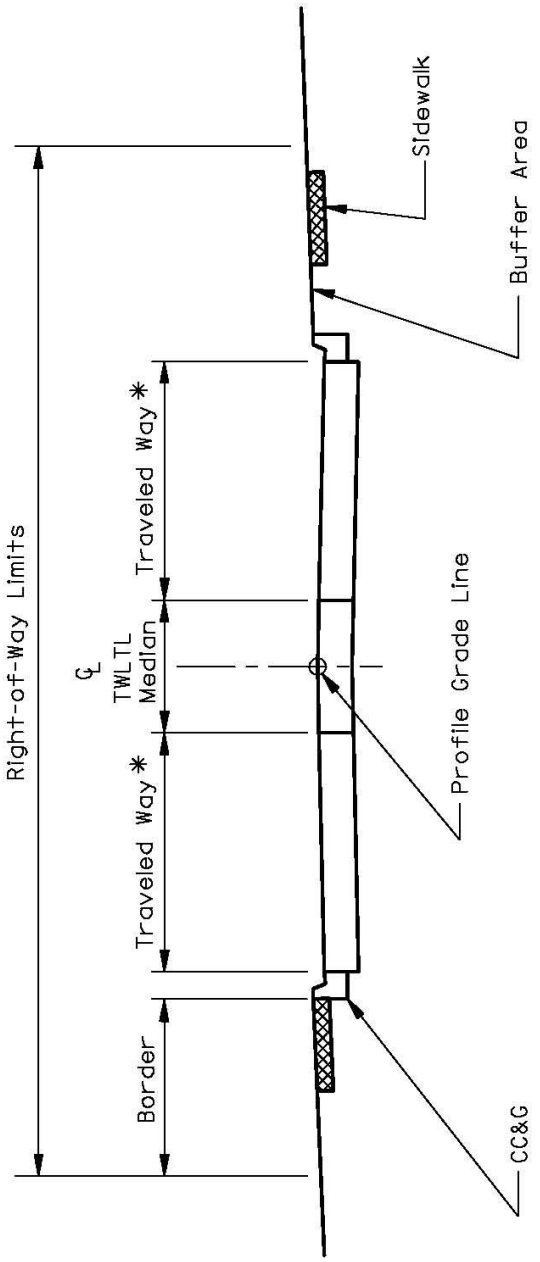


* *The traveled way may have two-way or one-way traffic.*

TYPICAL CROSS SECTION FOR URBAN STREETS
(Two-Lanes with Parking Both Sides)

Figure 31-1C

- Travel lanes are typically 12’ to 14’ in width
- Parking lanes are 8’ and variable
- CC&G is normally B.6-24. Sidewalk locations may vary
- Right-of-way limits vary from 60’ to 100’
- This section is applicable for urban highways with AADT ≤ 15,000

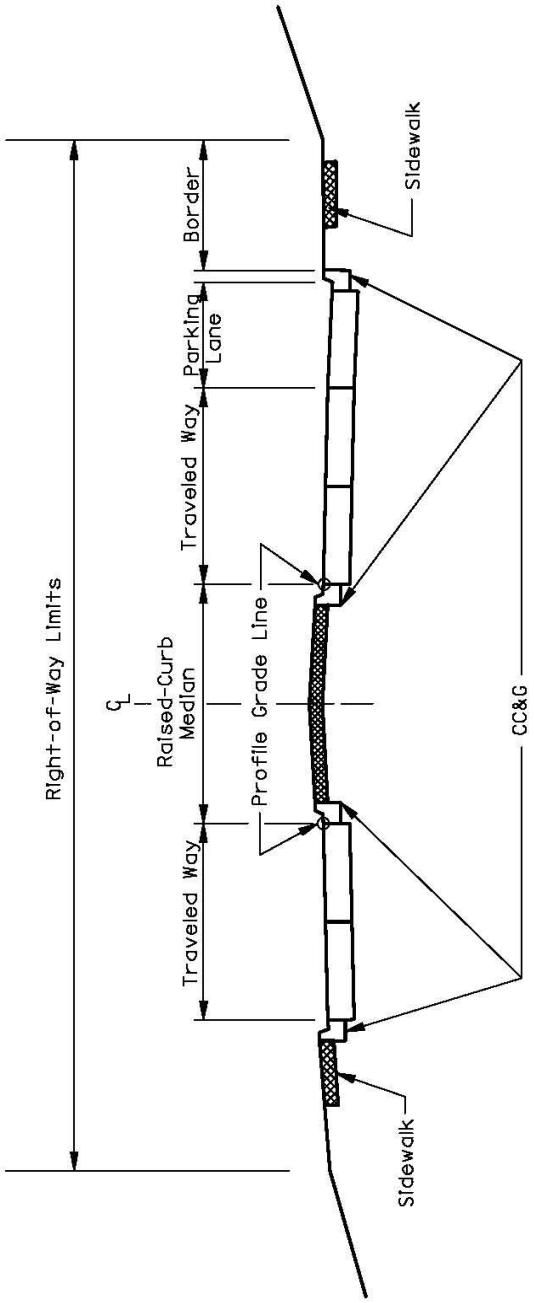


* *Traveled ways may be either one or two lanes.*

With the profile grade line typically located within the TWLTL, consideration should be given to snow and ice control operations, existing CC&G restraints, drainage issues if a 0% cross-slope is proposed, etc.

TYPICAL CROSS SECTION FOR URBAN STREETS
(Two-Way Left-Turn Lane (TWLTL))
Figure 31-1D

- Travel lanes are typically 12’ to 14’ in width
- Two-way left turn lanes (TWLTL) vary from 12’ to 14’
- CC&G for urban sections or paved shoulders for rural sections are typical
- This section is applicable for urban highways with AADT ≤ 20,000



TYPICAL CROSS SECTION FOR URBAN STREETS
(Raised-Curb Median)
Figure 31-1E

- Travel lanes are typically 12’ to 14’ in width
- Median width varies from 18’ to 30’
- CC&G is typically B-6.24. Sidewalk locations vary
- Right-of-way limits vary from 100’ to 150’
- This section is applicable for urban or suburban highways with AADT ≤ 30,000

KENDALL COUNTY HIGHWAY DEPARTMENT

5-YEAR SURFACE TRANSPORTATION PROGRAM

2026 - 2030

Revised 10/21/25

ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	NOTES
Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	$5,000,000	Fed / State / Local	2026	IDOT Spring Letting
Galena Road	Construction	Left Turn Bypass Lane at Rock Creek Rd	$350,000	Trans. Sales Tax	2026	Spring Letting
Orchard Road	Construction	Gates Creek Watershed Improvement	$750,000	Trans. Sales Tax	2026	Spring Letting
County Highways	HMA Resurfacing	Various Locations TBD	$2,500,000	Motor Fuel Tax	2026	Spring Letting
County Highways	Pavement Preservation	Various Locations	$250,000	Motor Fuel Tax	2026	
Various	KC-TAP	Transportation Alternatives Program	$150,000	Trans. Sales Tax	2026	
Ridge Road	Phase 3 Engineering	4-Lane Section - Holt Road to Black Road	$750,000	Trans. Sales Tax	2026	PE 3
Orchard Road	Phase 3 Engineering	Gates Creek Watershed Improvement	$75,000	Trans. Sales Tax	2026	PE 3
Galena Road	PE & Land Acquisition	Roundabout at Little Rock Rd Intersection	$250,000	Trans. Sales Tax	2026	PE 2 & Land Acq.
Galena Road	PE & Land Acquisition	Widen & Resurface-Eldamain to Ill. Rte. 47	$600,000	Trans. Sales Tax	2026	PE 2 & Land Acq.
Ridge Road	Phase 1 Engineering	4-Lane Section - CFR to Plainfield Rd	$500,000	Trans. Sales Tax	2026	PE 1
Plainfield Road	Phase 1 Engineering	Collins Road Intersection Improvements	$150,000	Trans. Sales Tax	2026	PE 1
Plainfield Road	Phase 1 Engineering	Schlapp Road Intersection Improvements	$150,000	Trans. Sales Tax	2026	PE 1
Grove Road	Preliminary Engineering	Roundabout at Caton Farm Rd Intersection	$75,000	Trans. Sales Tax	2026	PE 1
Township Bridge	Preliminary Engineering	Reservation Road	$100,000	Co. / Twp.	2026	50 / 50 split
Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	$12,500,000	Fed / State / Local	2027	$30 million total
Galena Road	Construction	Roundabout at Little Rock Rd Intersection	$1,000,000	Trans. Sales Tax	2027	
Galena Road	Construction	Widen & Resurface-Eldamain to Ill. Rte. 47	$4,000,000	Private	2027	
Reservation Road	Construction	Bridge Replacement-Twp. Bridge Program	$1,000,000	State / Co. / Twp.	2027	80/10/10 Split
Grove Road	Construction	Intersection Improvement at Route 52	$100,000	Trans. Sales Tax	2027	IDOT Lead Agency
County Highways	HMA Resurfacing	Various Locations TBD	$2,500,000	Motor Fuel Tax	2027	Spring Letting
County Highways	Pavement Preservation	Various Locations	$250,000	Motor Fuel Tax	2027	
Various	KC-TAP	Transportation Alternatives Program	$150,000	Trans. Sales Tax	2027	
Ridge Road	Phase 3 Engineering	4-Lane Section - Holt Road to Black Road	$1,000,000	Trans. Sales Tax	2027	PE 3
Galena Road	Phase 3 Engineering	Roundabout at Little Rock Rd Intersection	$150,000	Trans. Sales Tax	2027	PE 3
Plainfield Road	PE & Land Acquisition	Collins Road Intersection Improvements	$250,000	Trans. Sales Tax	2027	PE 2 & Land Acq.

Exhibit 10

KENDALL COUNTY HIGHWAY DEPARTMENT

5-YEAR SURFACE TRANSPORTATION PROGRAM

2026 - 2030

Revised 10/21/25

ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	NOTES
Plainfield Road	PE & Land Acquisition	Schlapp Road Intersection Improvements	$250,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
Grove Road	PE & Land Acquisition	Roundabout at Caton Farm Rd Intersection	$250,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
Ridge Road	Phase 1 Engineering	4-Lane Section - CFR to Plainfield Rd	$750,000	Trans. Sales Tax	2027	PE 1
Walker Road	Preliminary Engineering	Realignment east of Fox River Drive	$250,000	Trans. Sales Tax	2027	PE 1
Grove Road	Preliminary Engineering	Intersection Improvement at Reservation Rd	$100,000	Trans. Sales Tax	2027	PE 1
Little Rock Road	PE & Land Acquisition	Abe-Creek Roudabout Intersection	$100,000	Trans. Sales Tax	2027	Renew Old Project
Township Bridge	Preliminary Engineering	Schaefer Road	$100,000	Co. / Twp.	2027	50 / 50 split
Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	$12,500,000	Fed / State / Local	2028	$30 million total
Little Rock Road	Construction	Abe-Creek Roudabout Intersection	$800,000	Trans. Sales Tax	2028	
Plainfield Road	Construction	Collins Road Intersection Improvements	$1,500,000	Trans. Sales Tax	2028	
Plainfield Road	Construction	Schlapp Road Intersection Improvements	$1,500,000	Trans. Sales Tax	2028	
Grove Road	Construction	Traffic Signal at Ill. Rte. 126	$100,000	MFT	2028	IDOT Lead Agency
Grove Road	Construction	Roundabout at Caton Farm Rd Intersection	$800,000	Trans. Sales Tax	2028	
County Highways	HMA Resurfacing	Various Locations TBD	$3,000,000	Motor Fuel Tax	2028	Spring Letting
County Highways	Safety Improvements	Various Locations	$300,000	Motor Fuel Tax	2028	
Various	KC-TAP	Transportation Alternatives Program	$150,000	Trans. Sales Tax	2028	
Ridge Road	Phase 3 Engineering	4-Lane Section - Holt Road to Black Road	$1,000,000	Trans. Sales Tax	2028	PE 3
Little Rock Road	Phase 3 Engineering	Abe-Creek Roudabout Intersection	$200,000	Trans. Sales Tax	2028	PE 3
Plainfield Road	Phase 3 Engineering	Collins Road Intersection Improvements	$200,000	Trans. Sales Tax	2028	PE 3
Plainfield Road	Phase 3 Engineering	Schlapp Road Intersection Improvements	$200,000	Trans. Sales Tax	2028	PE 3
Ridge Road	Phase 2 Engineering	4-Lane Section - CFR to Plainfield Rd	$750,000	Trans. Sales Tax	2028	PE 2
Walker Road	PE & Land Acquisition	Realignment east of Fox River Drive	$750,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
Orchard Road	Preliminary Engineering	Orchard Bridge & Intersections	$500,000	Trans. Sales Tax	2028	PE 2
Grove Road	PE & Land Acquisition	Intersection Improvement at Reservation Rd	$350,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
Millington Road	Preliminary Engineering	Roundabout at Millhurst Rd Intersection	$150,000	Trans. Sales Tax	2028	PE 1
Millington Road	Preliminary Engineering	Roundabout at Rogers Rd Intersection	$150,000	Trans. Sales Tax	2028	PE 1

Exhibit 10

KENDALL COUNTY HIGHWAY DEPARTMENT

5-YEAR SURFACE TRANSPORTATION PROGRAM

2026 - 2030

Revised 10/21/25

ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	NOTES
Galena Road	Preliminary Engineering	3-lane improvement - Rte. 47 to Orchard	$200,000	Trans. Sales Tax	2028	PE 1
Township Bridge	Preliminary Engineering	Schaefer Road	$100,000	Co. / Twp.	2028	50 / 50 split
Orchard Road	Construction	Orchard Bridge & Intersections	$5,000,000	TST / MFT	2029	
Walker Road	Construction	Realignment east of Fox River Drive	$4,000,000	Trans. Sales Tax	2029	
Grove Road	Construction	Intersection Improvement at Reservation Rd	$600,000	Trans. Sales Tax	2029	
Township Bridge	Construction	Schaefer Road	$100,000	Co. / Twp.	2029	
County Highways	HMA Resurfacing	Various Locations TBD	$3,000,000	Motor Fuel Tax	2029	Spring Letting
County Highways	Safety Improvements	Various Locations	$300,000	Motor Fuel Tax	2029	
Various	KC-TAP	Transportation Alternatives Program	$150,000	Trans. Sales Tax	2029	
Ridge Road	PE & Land Acquisition	4-Lane Section - CFR to Plainfield Rd	$2,000,000	Trans. Sales Tax	2029	PE 2 & Land Acq.
Galena Road	PE & Land Acquisition	3-lane improvement - Rte. 47 to Orchard	$500,000	Trans. Sales Tax	2029	PE 2 & Land Acq.
Millington Road	PE & Land Acquisition	Roundabout at Millhurst Rd Intersection	$250,000	Trans. Sales Tax	2029	PE 2 & Land Acq.
Millington Road	PE & Land Acquisition	Roundabout at Rogers Rd Intersection	$250,000	Trans. Sales Tax	2029	PE 2 & Land Acq.
Ridge Road	Construction	4-Lane Section - CFR to Plainfield Rd	$5,000,000	Fed / State / Local	2030	$ Sources Unknown
Galena Road	Construction	3-lane improvement - Rte. 47 to Orchard	$5,000,000	Trans. Sales Tax	2030	
Millington Road	Construction	Roundabout at Millhurst Rd Intersection	$800,000	Trans. Sales Tax	2030	
Millington Road	Construction	Roundabout at Rogers Rd Intersection	$800,000	Trans. Sales Tax	2030	
County Highways	HMA Resurfacing	Various Locations TBD	$3,000,000	Motor Fuel Tax	2030	Spring Letting
County Highways	Safety Improvements	Various Locations	$300,000	Motor Fuel Tax	2030	
Various	KC-TAP	Transportation Alternatives Program	$150,000	Trans. Sales Tax	2030	
Ridge Road	Phase 3 Engineering	4-Lane Section - CFR to Plainfield Rd	$1,000,000	Fed / State / Local	2030	PE 3

5-Year Total: $93,750,000

Estimated Grants & Funds by Others: $16,000,000

Total Estimated County Funds: $77,750,000

Exhibit 10

Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 11/18/2025
Subject: Revised Leave of Absence Personnel Action Notice Form
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To approve the Revised Leave of Absence Form.

Board/Committee Review:

On 11/3/2025, the Human Resources & Insurance Committee voted to forward this action item to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached is a revised Leave of Absence Personnel Action Notice Form. With the implementation of the Time & Attendance system, we were able to reduce the amount of information that was required on the Leave of Absence Personnel Action Notice Form. The Human Resources Department provided the attached revised form to all offices and entities that utilize Kendall County's payroll services. The Human Resources Department did not receive any objections to the revisions to this form.

Staff Recommendation:

Approve the revised Leave of Absence Personnel Action Notice Form.

Attachments:

1. Revised Leave of Absence Personnel Action Notice Form.

KENDALL COUNTY
PERSONNEL ACTION NOTICE
LEAVE OF ABSENCE (LOA) NOTIFICATION

*This form must be completed and provided to benefits@kendallcountyil.gov **at least three (3) business days before** the LOA begins (if foreseeable LOA) or **within one (1) business day** after the LOA begins (if unforeseeable LOA).*

Name: _____ **Employee #:** _____
Last First MI

Department: _____ **Current Job Title:** _____

LEAVE OF ABSENCE (LOA) STATUS CHANGE:

☐ Start LOA ☐ Return from Leave of Absence ☐ Other: _____

TYPE OF LOA:
(Check ALL that apply)

☐ FMLA ☐ Worker's compensation ☐ PEDA ☐ VESSA Leave ☐ Discretionary Leave

☐ Suspension ☐ Administrative Leave ☐ Military Leave ☐ Other: _____

ADDITIONAL INFORMATION:
(Please complete all applicable sections)

Is the employee applying for IMRF short-term disability benefits?

☐ YES* ☐ NO **If "yes", current job description must be attached.*

Last day worked before LOA began: _____ **Anticipated return to work (RTW) date:** _____

Actual 1st day back to work (if applicable): _____

Leave Schedule: ☐ Full UNPAID Absences: **Start Date:** _____ **End Date:** _____

☐ Paid Absences – All time should be reflected accurately in the Time Keeping System.

☐ Intermittent UNPAID Absences

- Date: _____ Hours: _____
- Date: _____ Hours: _____
- Date: _____ Hours: _____
- Date: _____ Hours: _____

Approved by: _____ **Date:** _____

Received by Payroll/Benefits: _____ **Date:** _____

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 11/18/2025

Subject: Property, Liability, Casualty, Auto, and Workers' Compensation Insurance for 2026 policy year through ICRMT with premiums in an amount not to exceed $894,828 and Cyber Insurance for 2026 policy year through Tokio Marine HCC with premiums in an amount not to exceed $30,670

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve property, liability, casualty, auto, and workers' compensation insurance for 2026 policy year through ICRMT with premiums in an amount not to exceed $894,828 and cyber insurance for 2026 policy year through Tokio Marine HCC with premiums in an amount not to exceed $30,670

Board/Committee Review:

On 11/3/2025, the Human Resources & Insurance Committee voted to forward all insurance proposals received to the Committee of the Whole for further discussion. On 11/13/2025, the Committee of the Whole voted to forward the ICRMT proposal #2 and Tokio Marine HHC cyber insurance proposal to the County Board for approval.

Fiscal impact:

Premium amounts are set forth above.

Background and Discussion:

In accordance with the direction of the Human Resources & Insurance Committee, staff obtained the proposals for Kendall County's Property, Liability, Casualty, Cyber, Auto, and Workers' Compensation Insurance coverage for the 2026 policy year. These proposals were presented to the Human Resources & Insurance Committee and to the Committee of the Whole for review. On 11/13/2025, the Committee of the Whole voted to forward the attached ICRMT proposal #2 and Tokio Marine HHC cyber insurance proposal to the County Board for approval.

Staff Recommendation:

For the County Board to approve the attached ICRMT and Tokio Marine HHC insurance proposals.

Attachments:

1. Proposal #2 received from ICRMT; and
2. Proposal received from Tokio Marine HHC.

ILLINOIS COUNTIES RISK MANAGEMENT TRUST

INSURANCE PROGRAM RENEWAL

Kendall County

PRESENTED BY:
Alliant Insurance Services, Inc

POLICY YEAR:
DEC 01, 2025 - DEC 01, 2026

Quote Number:
R4-1000040-2526-02

ADMINISTERED BY:
IPMG
INSURANCE PROGRAM MANAGERS GROUP



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

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VALERIE MCGRATH
ICRMT Administrative Assistant
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RISK MANAGEMENT & LOSS CONTROL SERVICES

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

BRIAN DEVLIN
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CLAIMS MANAGEMENT SERVICES

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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TIM OLSON
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630.485.5924

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
- PEDA 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

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: **12/01/2006**	
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	LIMITS
Each Occurrence	$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

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.)

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

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

BI/EE & Utility Interruption Deductible: **24 Hours**

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

COVERAGE	LIMIT
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 Mangement Assistance
- Terrorism Coverage Inlcuded
- 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	**$26,252,779**		**$899,992**

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
Total Annual Premium		**$127,944**

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

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	$766,884
Workers' Compensation	$127,944
Total Annual Premium	**$894,828**

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) ☐Accounting/Invoices ☐Claims ☐Loss Control

ADDITIONAL CONTACTS

Name Title

Phone Email

Role: (enter one person per role) ☐Accounting/Invoices ☐Claims ☐Loss Control

ACCEPTANCE STATEMENT

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

Total Annual Premium	**$894,828**

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

Total Annual Premium	**$894,828**

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:	

+18776822320
john.schuhriemen@alliant.com

Cost Summary

Insured Name	Kendall County
Policy Number	
Carrier	TMHCC

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

All information in this document is provided for convenience and on an as-is basis only. You should independently verify all policy and coverage information, by reviewing the source documents provided by the carrier. All insurance products are offered by Apollo Brokers, Inc. NPN #19542775.

Cyber Liability Insurance

TOKIO MARINE HCC

October 30, 2025

Underwriter	Giselle Sarkissian	Producer	Limit Broker
Phone	424-901-1579	Email	carriers@limit.com
Email	gsarkissian@tmhcc.com		

IT'S A DIGITAL WORLD BE PREPARED

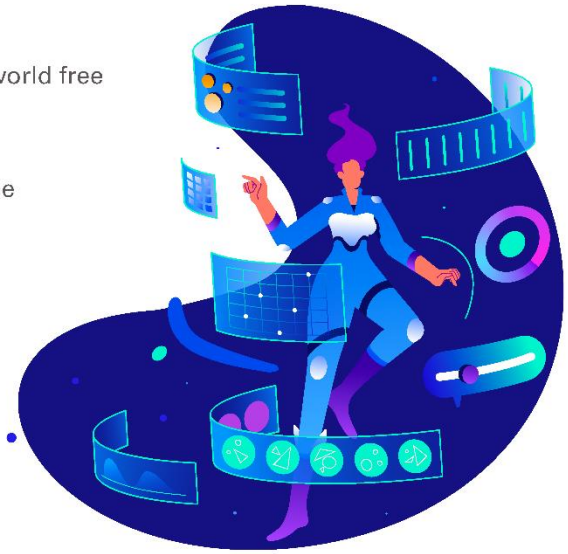
Activate | Initiate | Manage

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
- Dark Web Security Scans
- Cyber Security Trainings
- Phishing Simulations
- Cyber Risk Report
- Tabletop exercises and cyber-attack simulations*
- 24/7/365 expert claims handling and incident response cyber security experts
- 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.

datto

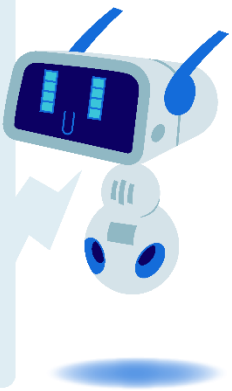
Learn more about Cisco's Duo multifactor authentication offering.

DUO

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®.

*For qualifying applicants

Tokio Marine HCC | NAS Insurance Services, LLC, CA License #0677191

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
LIMITS PER INSURING AGREEMENT	
"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
DEDUCTIBLE PER INSURING AGREEMENT	
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 Period of Indemnity	 2 weeks 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

NGP1082-52020	Amendment of Other Insurance Provisions: Excess Insurance
NGP1045-122023	Biometric Information Privacy Act Exclusion
NGP1115-112023	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
NGP1110-22023	Limit Cyber Amendatory
NGP1078-52020	Nuclear Incident Exclusion
NGP1076-42020	Policyholder Disclosure Notice of Terrorism Insurance Coverage
NGP1075-42020	Service of Suit
NGP1084-72020	Supplemental Personal Cyber Benefit for Senior Executives
NGP1108-22024	Unlawful Collection of Data Exclusion
NGP1109-102023	War and Cyber Operation Exclusion
NGP1142-122024	Cyber Crime Amendatory Undelivered Goods or Services
NGP1146-52025	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.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 11/18/2025

Subject: Agreement between Kendall County, Illinois and Alliant Insurance Services, Inc. for Professional Insurance Brokerage and Consulting Services for Property, Liability, Casualty, Cyber, Auto and Workers' Compensation Insurance in an amount not to exceed $52,500 per year for the period of October 1, 2025, through September 30, 2029, with the option to extend the agreement for two additional one-year periods.

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve the attached agreement between Kendall County and Alliant Insurance Services.

Board/Committee Review:

On 8/4/2025, the Human Resources & Insurance Committee reviewed the responses to Kendall County's Request for Proposals for Brokerage and Consulting Services. The Committee selected the proposal received from Alliant Insurance Services, Inc..

Fiscal impact:

$52,500 per year

Background and Discussion:

On 6/20/2025, Kendall County issued a Request for Proposals for Professional Insurance Brokerage and Consulting Services for Property, Liability, Casualty, Cyber, and Workers' Compensation Insurance ("RFP"). On 8/4/2025, the Human Resources & Insurance Committee reviewed the four proposals received in response to this RFP and selected the proposal received from the County's current insurance broker, Alliant Insurance Services, Inc. The attached agreement is for Alliant to continue to provide insurance brokerage services to the County at a rate of $52,500 per year for the period of 10/1/2025 through 9/30/2029, with the option to extend the agreement for two additional one-year periods.

Staff Recommendation:

To approve the attached agreement.

Attachments:

1. Agreement between Kendall County and Alliant Insurance Services for Professional Insurance Brokerage and Consulting Services

BROKER SERVICES AGREEMENT
between
Alliant Insurance Services, Inc.
and
County of Kendall, Illinois

I. PARTIES.

The PARTIES to this BROKER SERVICES AGREEMENT are **County of Kendall, Illinois** (CLIENT) and **Alliant Insurance Services, Inc.** (ALLIANT).

II. AGREEMENT.

In consideration of the payments and covenants specified in this AGREEMENT, ALLIANT shall perform the SERVICES described herein.

III. DEFINITIONS.

When used throughout this AGREEMENT, capitalized terms, whether in the singular or in the plural form, shall have the meanings ascribed to them at their first occurrence. In addition, the following terms, when capitalized, whether in the singular or in the plural form, shall have the meanings set forth below:

A. **ALLIANT** – Alliant Insurance Services, Inc.

B. **CLIENT** – County of Kendall, Illinois

C. **AGREEMENT** – This Broker Services Agreement, its addendums, exhibits, and/or attachments, and any written changes that are agreed upon by the PARTIES.

D. **COMPENSATION** – Remuneration paid to ALLIANT as consideration for its SERVICES performed under this AGREEMENT, which shall be in the form of either a FEE and/or COMMISSION.

E. **FEE** – Annual or interim remuneration paid by CLIENT directly to ALLIANT for SERVICES in connection with the categories of risk and insurance identified in **Addendum B** (does not include COMMISSION).

F. **COMMISSION** – Remuneration paid by CLIENT'S insurance carriers (or excess pools) directly to ALLIANT in connection with ALLIANT's placement of insurance for CLIENT.

G. **PARTY** – CLIENT or ALLIANT.

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H. **PROGRAM** – The categories of risk and insurance placed on behalf of CLIENT and SERVICES provided under the scope of this AGREEMENT and listed in **Addendum B**.

I. **SERVICES** – Any and all obligations of ALLIANT to be performed pursuant to Article IV of this AGREEMENT.

J. **CONFIDENTIAL INFORMATION** – Information considered by its owner to be confidential, proprietary and/or trade secret including, without limitation, client information, data, recommendations, proposals, reports and similar information, and work product.

K. **DISCLOSING PARTY –** The party disclosing CONFIDENTIAL INFORMATION under this AGREEMENT.

L. **RECIPIENT PARTY –** The party receiving CONFIDENTIAL INFORMATION under this AGREEMENT.

M. **KEY PERSONNEL** – Those individuals on the account service team, designated in the attached **Addendum C,** who are responsible for ALLIANT'S role provided for under the Section IV, SCOPE OF SERVICE.

IV. SCOPE OF SERVICES.

Upon CLIENT'S request, ALLIANT shall perform the SERVICES outlined in **Addendum A** for the categories of risk and insurance identified in **Addendum B**.

V. COMPENSATION

A. **Annual Fee.** As COMPENSATION for the SERVICES, CLIENT shall pay to ALLIANT FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($52,500) annually. Any mutually agreed extensions to this AGREEMENT shall include negotiation of the FEE prior to the expiration of the then current term.

1. **Changes in SERVICES.** The FEE is subject to adjustment if CLIENT creates a new PROGRAM other than those listed in **Addendum B**, requests a change in SERVICES or if the CLIENT's size or organization changes to alter the time involved in the SERVICES. Tasks or functions that are not presently included in the SERVICES may be available on a "per service basis" for a separate fee.

2. **Early Cancellation.** If this AGREEMENT is terminated or canceled mid-year, and within the first three hundred (300) days of the PROGRAM year, then the FEE shall be prorated with a minimum of fifty percent (50%) deemed earned. The FEE shall be deemed fully earned if termination occurs after three hundred one (301) days of the PROGRAM year. In the event of a mid-term termination of this

AGREEMENT by either PARTY, all excess COMPENSATION will be paid to CLIENT within sixty (60) days of the date of termination

3. **Payment.** The FEE shall be paid annually within thirty (30) days of the anniversary date of this AGREEMENT and, if necessary, adjusted thirty (30) days prior to the anniversary date.

4. **Fee Reduction.** When marketing and placing insurance under this AGREEMENT, ALLIANT will request all carriers to quote premiums net of commissions. The PARTIES acknowledge that when premiums are not rendered net of commissions, the premium total includes broker commissions, all of which is paid by CLIENT. In such case, the carrier will pass the commission portion of the premium to ALLIANT as compensation for its broker services. If any of CLIENT'S premiums include commissions and, as a result, ALLIANT receives COMMISSIONS in addition to the FEE, ALLIANT shall reduce the FEE for the relevant period by the amount of COMMISSIONS it received that period so as to avoid overpayment by CLIENT ("REDUCED FEE"). Notwithstanding the above, the FEE shall not be reduced to an amount below zero. If CLIENT paid part or all of the FEE before ALLIANT received the COMMISSIONS, ALLIANT will return to CLIENT any amounts it paid over the REDUCED FEE. If COMMISSIONS exceed the FEE, ALLIANT will not return or give the excess amount to CLIENT

B. **Commissions.** COMMISSIONS shall be collected as agreed by both PARTIES in writing.

C. **Revenue from Pool or JPA membership.** Revenue Alliant may receive for placing reinsurance or excess insurance for a pool or a joint power authority shall not be considered compensation paid by the CLIENT when the CLIENT participates in a pool or joint power authority placement.

D. **Disclosures.**

1. **Exclusions.** COMMISSIONS for Notary and Fidelity Bonds, and Elected Official Bonds, are not included in the annual FEE or COMPENSATION.

2. **Transparency and Disclosure.** During the time of this AGREEMENT, ALLIANT will**,** upon request, disclose COMMISSIONS received by ALLIANT, where possible, in connection with any insurance placements on behalf of CLIENT. ALLIANT will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, ALLIANT'S conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in

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conflict with the interests of ALLIANT'S clients.

3. Other Alliant Services.

(a) Alliant Specialty Insurance Services (ASIS). In addition to the COMPENSATION that ALLIANT receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from ALLIANT and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to CLIENT and is agreed to by CLIENT as part of the premium. CLIENT further acknowledges that ALLIANT and ASIS maintain an arm's length relationship. CLIENT understands that while ALLIANT represents CLIENT as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

(b) Alliant Business Services (ABS). Additionally, ALLIANT'S internal operating group, Alliant Business Services (ABS), may receive compensation from ALLIANT and/or carriers for providing designated, value-added services. Services contracted for by the CLIENT directly will be invoiced accordingly. Otherwise, services will be provided at the expense of ALLIANT and/or the carrier.

VI. TAXES & FEES, THIRD PARTY BROKERS AND INDIRECT INCOME.

A. Surplus Lines Fees and Taxes. In certain circumstances, placement of insurance services made by ALLIANT on behalf of CLIENT, with the prior approval of CLIENT, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to CLIENT and identified separately on invoices covering these placements. CLIENT shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. ALLIANT shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from CLIENT.

B. Third Party Brokers. ALLIANT may determine from time to time, that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the CLIENT insurance PROGRAM. Subject to the provisions herein, these third party brokers may be affiliates of ALLIANT (e.g., other companies of ALLIANT that provide services other than those included within the SCOPE OF SERVICES of this AGREEMENT), or may be unrelated third party brokers. Compensation to such third party brokers will not be part of ALLIANT'S FEE.

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C. Indirect Income. "INDIRECT INCOME" means insurance carrier contingency arrangements. ALLIANT will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of CLIENT within the SCOPE OF SERVICES of this AGREEMENT. The parties acknowledge that ALLIANT producers who solicit, negotiate, or place insurance products, or services for clients, including CLIENT, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to ALLIANT. Nonetheless, the client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: https://alliant.com/legal/#policy. The "opt out" provision applies only to those accounts served directly by ALLIANT as a retail agent or broker. It does not apply to account placements for which ALLIANT's role is that of a wholesaler, MGA, or program administrator working with non-ALLIANT brokers who represent the client. The parties acknowledge that indirect income, if any, is determined by insurance carriers, and if the CLIENT does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion.

D. Premium Financing. Upon CLIENT'S request, ALLIANT may provide CLIENT with assistance in obtaining a premium finance agreement with third party financing company. In some cases, the financing company may pay ALLIANT a fee for the placements facilitated by ALLIANT.

VII. PERSONNEL.

ALLIANT agrees KEY PERSONNEL as listed in **Addendum C** will be responsible for performance of the SERVICES described herein. Should such personnel become unavailable to perform SERVICES for CLIENT, ALLIANT agrees to replace, as soon as practicable, such personnel with individual(s) of comparable skills and experience as determined by ALLIANT'S evaluation and subject to CLIENT'S right of reasonable refusal.

VIII. INSURANCE REQUIREMENTS.

A. ALLIANT will obtain and continue in force, during the term of this AGREEMENT, all insurance as set forth below:

1. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Except Professional Liability, each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to CLIENT at the address set forth

herein. Professional Liability notices will be provided by an authorized representative.

2. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

(a) Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $2,000,000.

(b) Umbrella/Excess Liability: Limits of liability equal to or greater than $5,000,000 per occurrence and $5,000,000 in aggregate.

(c) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ALLIANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(d) Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)

(e) Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Alliant's profession, with limits no less than $2,000,000 per claim and $2,000,000 aggregate.

3. Coverages and Limits noted in Article VIII.A.2 does not limit the indemnification obligations stated in Article XVIII. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CLIENT. CLIENT and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ALLIANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ALLIANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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4. For Commercial General Liability and Automobile Liability claims related to this AGREEMENT, ALLIANT's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees (as defined below). Any insurance maintained by the Releasees shall be in excess of the ALLIANT's insurance and shall not contribute with it.

5. Except Professional Liability, ALLIANT hereby grants to the Releasees (as defined below) a waiver of any right to subrogation which any insurer of ALLIANT may acquire against Releasees by virtue of the payment of any loss under such insurance. ALLIANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.

6. Self-insured retentions must be declared to CLIENT. CLIENT may require ALLIANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CLIENT.

7. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the AGREEMENT's effective date, ALLIANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.

8. ALLIANT shall furnish CLIENT with original Certificates of Insurance including all required amendatory endorsements. However, failure to obtain the required documents prior to the work beginning shall not waive ALLIANT's obligation to provide them.

9. Subcontractors: ALLIANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ALLIANT shall ensure that CLIENT is an additional insured on insurance required from subcontractors.

10. CLIENT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer,

coverage, or other special circumstances.

IX. OBLIGATIONS OF CLIENT.

CLIENT will cooperate with ALLIANT in the performance of ALLIANT'S duties by providing complete and accurate information as to CLIENT'S loss experience, risk exposures, and any other pertinent information that ALLIANT requests. CLIENT shall promptly review coverage documents concerning the PROGRAMS delivered by ALLIANT for consistency with CLIENT'S specifications. In addition, CLIENT shall have the responsibility to keep record of and immediately report significant changes in exposures, loss-related data, and/or any other material changes to ALLIANT. This reporting must be memorialized in writing and delivered to ALLIANT in accordance with the notice provisions below. The CLIENT information received by ALLIANT in connection with the SERVICES rendered will be governed by **Addendum D**.

X. CONFIDENTIALITY.

A. Confidential Information. The services and work product exchanged by the PARTIES under this AGREEMENT are to be used exclusively to carry out the terms, conditions, and purposes set forth herein. The PARTIES acknowledge that during the term of this AGREEMENT, they may each exchange CONFIDENTIAL INFORMATION. Except as otherwise provided herein or as required by applicable law, the PARTIES understand and agree that they will not distribute, use, or rely upon CONFIDENTIAL INFORMATION received from the other without the permission of the DISCLOSING PARTY.

1. Ownership. Except as otherwise provided in this AGREEMENT, CONFIDENTIAL INFORMATION is and remains the absolute and exclusive property of the DISCLOSING PARTY and/or its affiliates, and is its unique and variable asset. Unless otherwise authorized by this AGREEMENT, no copies of CONFIDENTIAL INFORMATION shall be made without the written permission of the DISCLOSING PARTY. The PARTIES agree that, except as otherwise provided herein, they will not directly or indirectly communicate, divulge, or otherwise disclose any of the other's CONFIDENTIAL INFORMATION to any unauthorized person, firm, or corporation, and shall prevent, to the best of their ability, the unauthorized disclosure of such CONFIDENTIAL INFORMATION to others.

2. Exclusions. The following types of information shall not be considered confidential:

(a) Information in the public domain or that becomes a part of the public domain, other than as a result of a breach of the confidentiality provisions of this AGREEMENT;

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(b) Information that is independently developed by either PARTY as demonstrated by the PARTY'S records;

(c) Any item or data forming part of the CONFIDENTIAL INFORMATION that is lawfully known by the RECIPIENT PARTY, without any obligation of confidentiality or other restriction on use or disclosure, prior to the provision of such information by DISCLOSING PARTY; or

(d) Information that is disclosed by a third party whom the RECIPIENT PARTY has no reason to believe has any confidentiality or fiduciary obligation to the owner of such information.

B. **Legal Process of Compulsion.** Either PARTY is entitled to release CONFIDENTIAL INFORMATION as required to prosecute or defend any claim under this AGREEMENT; provided however, that the PARTY seeking to enforce this AGREEMENT shall take all reasonable steps necessary to avoid disclosing CONFIDENTIAL INFORMATION, including filing documents and papers under seal. A RECIPIENT PARTY may disclose CONFIDENTIAL INFORMATION pursuant to a valid order of a court or governmental agency with proper jurisdiction, or if such disclosure is required by law or regulation provided that the information is disclosed only to the minimum extent necessary, and provided that, to the extent allowed by law, the releasing PARTY shall give DISCLOSING PARTY sufficient advance notice so that it may seek a protective order or employ other lawful means to avoid or limit disclosure.

C. **Reasonable Efforts.** The PARTIES agree to employ reasonable and customary business practices to protect and secure CONFIDENTIAL INFORMATION from unauthorized release or distribution and to limit access and usage of such information to those employees, officers, agents, and representatives (collective, "REPRESENTATIVES") who have a legitimate need to know in order to provide the products and SERVICES under this AGREEMENT. The PARTIES further agree that those REPRESENTATIVES who are privy to CONFIDENTIAL INFORMATION shall be informed about the confidential nature of the information and required to maintain its confidentiality as provided under this AGREEMENT. The RECIPIENT PARTY shall remain liable for any breach of this AGREEMENT by any of its REPRESENTATIVES.

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D. **Return of Confidential Information.** Upon termination of this Agreement, or earlier upon the DISCLOSING PARTY's request, the RECIPIENT PARTY shall promptly return all of DISCLOSING PARTY's Confidential Information, including all copies, that was received in a non-electronic form, and shall destroy all information received electronically. Notwithstanding anything to the contrary herein, and subject to the confidentiality obligations herein, a RECIPIENT PARTY may retain on a confidential basis copies of DISCLOSING PARTY's Confidential Information to the extent: (A) required by applicable legal or regulatory requirements; or (B) the copies are contained in electronic records or files that are automatically saved pursuant to RECIPIENT PARTY's archiving or document retention practices or procedures and cannot reasonably be deleted. With respect to all retained copies of CONFIDENTIAL INFORMATION, the RECIPIENT PARTY will remain subject to this AGREEMENT's confidentiality and non-disclosure obligations for so long as the copies are retained.

E. **Survival.** The PARTIES agree that the obligations contained in this section shall survive the termination of this AGREEMENT, for a period of two (2) years, or longer to the extent required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or otherwise conferred by applicable law.

XI. DISASTER RECOVERY; CONTINUITY.

ALLIANT agrees that it has a disaster recovery plan in place that is intended to secure, and if necessary, restore information adversely affected by a security breach, force majeure or natural disaster. In addition, ALLIANT will make commercially reasonable efforts to ensure that, at all times, it has a sufficient number of trained personnel on hand to meet its obligations under this AGREEMENT including in the event of a force majeure, natural disaster, or pandemic.

XII. ETHICS AND CONFLICT OF INTEREST STATEMENT.

ALLIANT shall conduct its business so as to fulfill all legal and ethical requirements, and standards of the industry and the applicable state(s) in which SERVICES are rendered, and shall place the best interests of CLIENT ahead of any other concerns in the placement of insurance services and products. To this end, ALLIANT:

A. Will adhere to its ethical obligations to CLIENT to deliver honest, competitive, and meaningful service and advice on the placement of any insurance products, services, or coverages, and to provide access to an open, fair, and competitive insurance market place;

B. Will exercise due diligence in making a full and complete disclosure of all quotes and declinations from all markets contacted for each specific line of coverage, including the date and time of contact and the name, address, phone number and, to the extent available, email address of the individual contact for each market;

C. Will make every good faith attempt to avoid even the appearance of a conflict of interest between ALLIANT, CLIENT, and any provider of any insurance product or service, and will promptly notify CLIENT of any real or potential conflict of interest;

D. Agrees to provide to CLIENT a copy of ALLIANT'S own Ethics Statement or Code, or ALLIANT'S Compliance Statement, or to make such statements available on ALLIANT'S website; and

E. Will request that all insurance carriers show any commission rates on their insurance policies and will otherwise ensure those rates are known to CLIENT.

XIII. TERM.

The term of this AGREEMENT shall be effective from October 1, 2025, and ending 12:01 a.m. September 30, 2029 (i.e., four years), unless cancelled pursuant to termination provisions set forth herein. CLIENT shall have an option to extend this AGREEMENT for two additional one-year periods, exercisable by CLIENT by notifying ALLIANT of such extension ninety (90) days prior to the anniversary date. This AGREEMENT shall have an anniversary date each October 1, for the purpose of reviewing COMPENSATION and optional extensions.

XIV. TERMINATION.

This AGREEMENT may be cancelled by either PARTY any time upon ninety (90) days' advance written notice delivered or mailed to the other PARTY in accordance with the notice provisions set forth herein. In the event of termination or expiration of this AGREEMENT, ALLIANT will provide CLIENT with reasonable assistance in arranging a smooth transition to another broker. Except for this transition assistance, ALLIANT'S obligation to provide SERVICES to CLIENT will cease at 12:01 a.m. upon the effective date of termination or expiration.

XV. NONASSIGNABLE.

This AGREEMENT is binding upon the PARTIES hereto and their respective successors by merger, sale, consolidation, or reorganization. This AGREEMENT may not be assigned or delegated without prior written consent of the other PARTY, except that consent shall not be required in the case of a merger, consolidation, or sale of substantially all of a PARTY's assets.

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XVI. MATERIAL CHANGE.

In the event that CLIENT operations change substantially by merger, acquisition, expansion, or other material change, thus changing the scope and nature of exposures, losses, and/or insurance program(s), the PARTIES will negotiate in good faith to revise this AGREEMENT'S compensation arrangement as appropriate. It is agreed and understood that a material change shall include a change in existing coverage or limits, and/or lines of coverage.

XVII. RELATIONSHIP OF THE PARTIES.

At all times and for all purposes, the relationship between the PARTIES is intended to be that of independent contractors and there is no intent to create a joint venture relationship, and any person representing ALLIANT, shall be an independent contractor to CLIENT, and the AGREEMENT shall not in any way be construed as a contract of employment between CLIENT and ALLIANT'S agents. In addition, the PARTIES agree that, except as otherwise provided herein, CLIENT shall not be obligated for any expense incurred by ALLIANT in rendering SERVICES, or by engaging in any other transaction or conduct arising out of this AGREEMENT.

XVIII. OWNERSHIP OF BOOKS AND RECORDS.

The PARTIES shall each maintain normal business records related to all business generated under this AGREEMENT. Upon reasonable request, and subject to the confidentiality provisions set forth herein, the PARTIES may each obtain from the other copies of all policyholder documents, including but not limited to policies, binders, certificates, endorsements, underwriting submissions/applications, and loss data in the other's possession, custody, or control with respect to all business generated under this AGREEMENT.

XIX. INDEMNIFICATION.

A. ALLIANT shall indemnify, hold harmless and defend with counsel of the CLIENT's own choosing, the CLIENT, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the AGREEMENT or ancillary documents and any breach by ALLIANT of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any negligent act or omission, neglect, willful acts, errors, or misconduct of ALLIANT in its performance under this Agreement or the contract documents. Notwithstanding anything stated to

the contrary herein, ALLIANT's indemnification obligations do not include any portion of the damages, Claims, expenses, or other liability that arises from the CLIENT's own negligence, errors, omissions, or misconduct. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove ALLIANT's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this AGREEMENT.

XX. NOTICE.

All notices, requests, and other communications given under this AGREEMENT, shall be in writing and deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) five (5) business days after being sent by U.S. certified mail (charges prepaid); or (d) one (1) business day after being sent to the recipient by fax or email transmission. Except as otherwise provided herein, all notices, requests or communications under this AGREEMENT shall be addressed to the intended recipient as set forth below:

To CLIENT:
County of Kendall, Illinois
Attn: Leslie Johnson
Director of Human Resources
E-Mail: lejohnson@kendallcountyil.gov
807 W John Street
Yorkville, IL 60560

To ALLIANT:
Alliant Insurance Services, Inc.
Attn: Michael Mackey
Executive Vice President
E-Mail: michael.mackey@alliant.com
353 North Clark Street
Chicago, Illinois 60654

with a copy to:

Kendall County State's Attorney
807 W John Street
Yorkville, IL 600560
(630) 553-4204

with a copy to:

Alliant Insurance Services, Inc.
Attn: General Counsel
701 B Street, 6th Floor
San Diego, CA 92101

XXI. WAIVER.

No provision of this AGREEMENT shall be considered waived, unless such waiver is in writing and signed by the PARTY that benefits from the enforcement of such provision. No waiver of any provision in this AGREEMENT, however, shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar

provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this AGREEMENT shall not in any way affect, limit, or waive a PARTY'S right under this AGREEMENT at any time to enforce strict compliance thereafter with every term and condition of this AGREEMENT.

XXII. ENTIRE AGREEMENT MODIFICATION.

This AGREEMENT contains the entire agreement between the PARTIES and supersedes and replaces all previous agreements or contracts on the subject matter described herein. The AGREEMENT may be modified only by a written amendment signed by authorized representatives of both PARTIES.

XXIII. SEVERABILITY.

If any term, covenant, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXIV. APPLICABLE LAW.

This AGREEMENT has been executed and delivered in the State of Illinois, and the validity, enforceability, and interpretation of any of its provisions shall be determined and governed by the applicable laws of this state, without regard to any conflict of law provisions.

XXV. DISPUTE RESOLUTION.

Any dispute arising under the terms of this AGREEMENT that is not resolved within a reasonable period of time by authorized representatives of the PARTIES shall be brought to the attention of the Chief Executive Officer (or designated representative) of ALLIANT and the Chair (or designee) of the CLIENT for joint resolution. At the request of either PARTY, the CLIENT shall provide a forum for discussion of the disputed item(s). If resolution of the dispute through these means is pursued without success and upon the PARTIES' mutual agreement, such dispute may be submitted to final and binding arbitration, or either PARTY may elect to and pursue any rights and remedies by legal action. In any dispute arising out of or under the terms of this AGREEMENT, the prevailing PARTY shall be entitled to recover its legal fees and costs from the other PARTY to the extent allowed by applicable law. Any such arbitration or legal action shall be venued in Kendall County, Illinois unless the PARTIES mutually agree in writing to another location. Despite an unresolved dispute, ALLIANT shall continue without delay to perform its responsibilities under this AGREEMENT. ALLIANT shall keep accurate records of its SERVICES in order to document the extent of its SERVICES under this AGREEMENT.

XXVI. HEADINGS AND CONSTRUCTION.

The PARTIES agree that the headings and sections of this AGREEMENT are used for convenience only and shall not be used to interpret the provisions herein. The PARTIES also agree that the terms of this AGREEMENT were jointly negotiated and each has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this AGREEMENT.

SO AGREED.

COUNTY OF KENDALL, ILLINOIS	ALLIANT INSURANCE SERVICES, INC.
By:_____	By:_____
Title:_____	Title:_____

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ADDENDUM A

I. Work with CLIENT to manage risks and control costs.
   a. Work with CLIENT to develop, recommend, negotiate, and implement cost-effective insurance and/or risk financing programs.
   b. Analyze factors that are driving cost of risk.
   c. Work proactively with CLIENT to ensure CLIENT's risks are adequately insured.
   d. Provide expertise and advice to CLIENT in risk management matters separate from but related to insurance.
   e. Prepare for and attend meetings, as reasonably requested by CLIENT, or as initiated by ALLIANT.
   f. Coordinate risk management efforts and requests as retained by CLIENT.

II. Represent CLIENT to incumbent insurers as well as other insurers.
   a. Work with CLIENT to ensure renewal information is comprehensive, professional, and of a character that will obtain for CLIENT the best possible response.
   b. Formulate a renewal strategy for new or ancillary insurance products at the direction of CLIENT or its designee.
   c. Make reasonable attempt to access all necessary insurance companies for ancillary coverages via direct contract or by use of a secondary broker.
   d. ALLIANT must disclose to CLIENT the use of such a secondary and/or wholesale broker.
   e. Negotiate on CLIENT's behalf with insurance companies and keep CLIENT informed of significant developments.
   f. Provide CLIENT or its designee with pricing and coverage summaries for all new coverages and updates on changes to existing pricing and coverages.
   g. Place coverage as instructed by CLIENT.
   h. Direct carriers or broker to distribute one (1) complete hard copy and one (1) digital copy of all policies to CLIENT within ninety (90) days of policy inception, including all policy forms and endorsements.
   i. Review policies, endorsements, and invoices for accuracy and conformity to specifications and negotiated coverages.
   j. At least quarterly, monitor published financial information of CLIENT's current insurers and alert CLIENT immediately if insurers' status falls below ALLIANT's minimum guidelines.
   k. Field questions from CLIENT relating to contractual coverage issues between CLIENT and its insurer.
   l. Keep CLIENT informed of significant changes and/or trends in the insurance marketplace and provide CLIENT with an annual forecast of market conditions.

III. Deliver administrative support- Claims
   a. Assist CLIENT in claim(s) reporting including first contact with carrier and forwarding of assigned adjuster contact information to CLIENT, as

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needed.

b. Monitor reserve amounts and advocate in reducing reserve amounts and getting claims closed in a timely manner.
c. Coordinate quarterly claims meeting between CLIENT and insurer to discuss pending claims.
d. Claims dashboard and 24/7 online access preferred.
e. Benchmarking capabilities a plus.

IV. Deliver administrative support – Insurance

a. Assist CLIENT in preparing underwriting information and insurance applications.
b. Provide all necessary certificates of insurance to CLIENT.
c. Maintain a current list of CLIENT certificate holders.
d. Assist in premium allocation models.
e. Assist in special risk management projects as directed by CLIENT.
f. Assist with specialized loss control services as requested by CLIENT.
g. Provide CLIENT with a copy of all applications submitted to insurance markets on behalf of CLIENT.
h. Process endorsement requests from CLIENT or its designee.
i. Process certificates of insurance, bonds, and auto identification cards as requested by CLIENT.
j. Review the accuracy of audits, rating adjustments, dividend calculations, and loss runs.

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ADDENDUM B

ALLIANT agrees to provide SERVICES for the following PROGRAMS of CLIENT:

1. Commercial General Liability;
2. Property;
3. Auto (liability and physical damage);
4. Employment Practices Liability (EPL);
5. Employee Dishonesty/Crime;
6. Cyber Liability;
7. Law Enforcement Liability;
8. Public Officials Liability;
9. Boiler/Machinery;
10. Bonds;
11. Workers' Compensation
12. Excess Liability

For additional compensation, CLIENT may obtain SERVICES from ALLIANT for programs not listed in this Addendum B. The terms, including without limitation compensation, for ALLIANT's provision of SERVICES for additional programs must be mutually agreed to in writing by the PARTIES.

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ADDENDUM C

Team Coordinator

* Dan Mackey, Senior Vice President

Account Executive

* *Dane Mall, Vice President*

Account Manager

* Samantha Shock-Ford, Account Manager

Marketing and Risk Management Specialists

* Dane Mall, Vice President

Claims Services:

Larry Rosen, Claims Advocate

*Denotes KEY PERSONNEL

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ADDENDUM D

Data Processing Addendum

This Data Processing Addendum (together with the Exhibit, Attachment and Appendices, the "**Addendum**" or "**DPA**") is made a part of and incorporated into the Broker Services Agreement ("**Agreement**") entered into between County of Kendall, Illinois ("**Client**") and Alliant Insurance Services, Inc. ("**Alliant**" or "**Service Provider**"). This Addendum reflects the Parties' agreement with regard to Service Provider's Processing of Personal Data (defined below) in connection with providing Services described in the Agreement. In the event of a conflict, the terms and conditions of this Addendum will prevail. Capitalized terms shall have the meaning given them in the Agreement, in this DPA, and in the Data Protection Laws, as applicable.

The Parties agree as follows:

1. **DEFINITIONS.** The following terms, including any derivatives thereof, will have the meanings set forth below.

   1.1. "**Data Protection Laws**" means any laws that apply to the Processing of Personal Data by Service Provider under the Agreement. This includes laws, regulations, guidelines, requirements, and government issued rules in the U.S. and other jurisdictions, at the international, country, state/provincial, or local levels, currently in effect and as they become effective, including without limitation the California Consumer Privacy Act of 2018 ("**CCPA**") as amended by the California Privacy Rights Act of 2020 ("**CPRA**"), the Virginia Consumer Data Protection Act ("**VCDPA**"), the Colorado Privacy Act ("**CPA**"), the Utah Consumer Privacy Act ("**UCPA**"), the Connecticut Data Privacy Act ("**CDPA**"), the New York SHIELD Act, and any applicable data security and/or privacy laws of other jurisdictions.

   1.2. "**Data Subject**" means any living identified or identifiable natural person to which Personal Data relates or identifies.

   1.3. "**Data Subject Request**" means a request to access, correct, amend, transfer, rectify, restrict, limit use, opt out of sale or sharing or other processing, or delete a Data Subject's Personal Data consistent with that person's rights under Data Protection Laws.

   1.4. "**De-Identified Data**" means information that cannot reasonably be used to Infer information about, or otherwise be linked to, a particular Data Subject, provided that Service Provider:

      1.4.1. Takes reasonable measures to ensure that the information cannot be associated with a Data Subject or household;

      1.4.2. Publicly commits to maintain and use the information in deidentified form and not to attempt to reidentify the information, except that Service Provider may attempt to reidentify the information solely for the purpose of

determining whether its deidentification processes satisfy the requirements of this definition; and

1.4.3. Contractually obligates any recipients of the information to comply with all of the requirements of this definition.

1.5. "**Personal Data**," or "**Personal Information**," means information Processed by Service Provider under the Agreement that is linked, reasonably linkable, or relates to an identified or identifiable natural person. Both Personal Data and Personal Information are referred to in this Addendum as "Personal Data."

1.6. "**Process**" or "**Processing**" means any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, modification, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, sale, analysis, alignment or combination, restriction, erasure or destruction.

1.7. "**Pseudonymous Data**" means Personal Data that cannot be attributed to a specific individual without the use of additional information, provided such additional information is kept separately and is subject to appropriate technical and organizational measures to ensure that the Personal Data is not attributed to an identified or identifiable individual.

1.8. "**Security Incident**" means any confirmed accidental, unauthorized, unintended, or unlawful processing, access to, exfiltration, theft, disclosure, destruction, loss, alteration, compromise, and/or malicious infection of Personal Data transferred, transmitted, stored, or otherwise Processed by Service Provider or any of its Subprocessors or third parties that Process Personal Data on Service Provider's behalf.

1.9. "**Sell**" has the meaning as set forth in the Data Protection Laws.

1.10. "**Sensitive Personal Information**" shall have the meaning(s) provided in the Data Protection Laws.

1.11. "**Service Provider**" or **"Alliant"** means Alliant Insurance Services, Inc., including its affiliates and subsidiaries.

1.12. "**Services**" will have the same meaning provided under the Agreement.

1.13. "**Share**" has the meaning as set forth in the Data Protection Laws.

1.14. "**Subprocessor**" means a subcontractor engaged by Service Provider or its affiliates to Process Client Personal Data as part of the performance of the Services.

2. PROCESSING OF PERSONAL DATA

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2.1. Processing of Personal Data. Alliant will only Process (including but not limited to Sale, Sharing, or Disclosure) Personal Data for the purposes of providing the Services specified in the Agreement and only in accordance with Client's documented instructions, which may be specific instructions or standing instructions of general application in relation to the performance of Alliant's obligations under this DPA, unless otherwise required under Data Protection Laws to which Alliant is subject, in which case Alliant shall notify Client prior to such Processing unless prohibited by law.

2.1.1. Client instructs Alliant to Process Personal Data to perform the Services and as described in this DPA and the Agreement.

2.1.2. Alliant will not Sell or Share Client Personal Data, nor will it retain, use, or disclose Client Personal Data for any purpose other than for the specific business purpose of performing the Services specified in the Agreement. Alliant will not Process Client Personal Data outside the direct business relationship between Client and Alliant, including retaining, using, or disclosing Client Personal Data for a commercial purpose other than providing the Services specified in the Agreement or as required by law.

2.1.3. Alliant shall not aggregate, anonymize, or otherwise deidentify Personal Data without the prior written authorization of Client except as needed to perform the Services.

2.1.4. The details of the Processing of Personal Data pursuant to the Agreement are set forth in Exhibit A to this DPA.

2.1.5. Alliant shall not combine Client Personal Data received from Client with any other information Alliant receives from or on behalf of another person or business or which it collects from its own interactions with Data Subjects.

2.1.6. Alliant shall Process Personal Data under the Agreement in compliance with Data Protection Laws, including providing the same level of privacy protection required by Data Protection Laws. Alliant will notify Client if Alliant determines it or its Subprocessor(s) cannot meet its obligations under the Data Protection Laws, in which case Client may, upon thirty (30) days' notice, take reasonable and appropriate steps to stop and remediate unauthorized Processing of Personal Data.

2.2. Data Subject Requests. Alliant shall inform Client if it receives a request from a Data Subject to exercise their rights under Data Protection Laws. Alliant will provide such assistance, including taking any appropriate technical and organizational measures, as Client requests to help Client fulfill its obligations under Data Protection Laws to respond to Data Subject Requests. Notwithstanding its obligations under this Section, Alliant is not obligated to respond to a Data Subject Request directly from a Data Subject and does not otherwise assume any liability or responsibility for responding to Data Subject Requests.

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2.2.1. Responding to Requests. Unless expressly authorized by Client, Alliant shall not respond to any Data Subject Request.

2.2.2. Requests to Delete. Unless it is permitted to retain Personal Data under the Data Protection Laws, Alliant will comply with Client's direction to delete any Personal Data Processed under the Agreement, and shall notify any Subprocessors of such direction as applicable. Alliant shall not be required to delete any of the Personal Data to comply with a Data Subject's request directed by Client if it is necessary to maintain such information in accordance with applicable law, in which case Alliant shall promptly inform Client of the exceptions relied upon under applicable law and Alliant shall not use the Personal Data retained for any other purpose than provided for by that exception.

2.2.3. Requests to Restrict Processing of Sensitive Personal Information. Alliant will assist Client in complying with a Data Subject's request to limit the use and disclosure of Sensitive Personal Information and will not use the Sensitive Personal Information after it has received instructions from the Client and to the extent it has actual knowledge that the Personal Data is Sensitive Personal Information for any other purpose.

2.3. Regulator Requests. Both Parties will assist the other in communicating and cooperating with any regulators relating to Personal Data.

2.3.1. Alliant shall notify Client of all enquiries from a regulator that Alliant receives which relate to the Processing of Personal Data under the Agreement, the provision or receipt of the Services, or either Party's obligations under the Agreement, unless prohibited from doing so at law or by the regulator.

2.3.2. Unless a regulator requests in writing to engage directly with Alliant, the Parties (acting reasonably and taking into account the subject matter of the request) agree that Client shall be responsible for handling all regulator requests. Client shall: (a) be responsible for all communications or correspondence with the regulator in relation to the Processing of Personal Data and the provision or receipt of the Services, and (b) keep Alliant informed of such communications or correspondence to the extent permitted by law. At Client's expense, Alliant shall provide such assistance as Client may request in relation to such a regulator request.

2.4. Disclosure.

2.4.1. Alliant shall not disclose Client Personal Data to any third parties without Client's prior consent, except as required by law or permitted by the Agreement.

2.4.2. Alliant shall inform its employees, authorized agents, officers, directors, subcontractors, and/or advisors (including, without limitation, accountants, attorneys, consultants, and financial advisors) (collectively, the "***Representatives***") engaged in the Processing of Personal Data of the

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confidential nature of the Personal Data and ensure that they are subject to binding confidentiality obligations.

2.4.3. If Personal Data is being provided to a third party in response to a valid subpoena or other discovery request with proper jurisdiction, to the extent permitted by applicable law, Alliant will provide Client with notice of the subpoena or discovery request prior to disclosing the Client Personal Data so that Client may, at its expense, object to the subpoena or discovery request, or seek an appropriate protective order and disclose the Personal Data to the minimum extent necessary to comply with the requirement.

2.5. Confidentiality. Alliant agrees to treat all Personal Data as confidential and will inform all Representatives with authorized access to Personal Data of the confidential nature of such information. Alliant will ensure that all Representatives are subject to binding confidentiality obligations.

2.6. Data Protection Impact Assessments. Alliant agrees to provide all reasonable assistance to Client in completing any data protection impact assessments pursuant to Data Protection Laws.

2.7. De-identified Data. Alliant shall be responsible for its compliance with all laws regarding data that cannot reasonably identify, be related to, describe, be capable of being associated with or be linked directly or indirectly to a Data Subject.

2.7.1. To the extent Alliant Processes De-Identified Data under the Agreement, Alliant:

2.7.1.1. Will not attempt to associate De-Identified Data with an individual;

2.7.1.2. Will not attempt to re-identify De-Identified Data;

2.7.1.3. Will maintain and use De-Identified Data only in a de-identified fashion; and

2.7.1.4. Will not use De-Identified Data to infer information about, or otherwise link to, an identified or identifiable individual or a device linked to such an individual.

2.8. Pseudonymous Data. To the extent Alliant Processes Pseudonymous Data under the Agreement, Alliant will not attribute or attempt to attribute Pseudonymous Data to an identified or identifiable individual. Alliant will ensure that any information necessary to identify the Data Subject is:

2.8.1. Kept separately from Pseudonymous Data; and

2.8.2. Subject to effective technical and organizational controls that prevent access to such information.

3. AUDITS. During the Term, Client may audit Alliant's compliance with its obligations under this DPA and the Data Protection Laws, and will cooperate in a data protection

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impact assessment (together, "**Audit**") as required by Data Protection Laws, subject to the following requirements:

3.1. Upon reasonable advance written notice, Client may audit Alliant's compliance with its obligations under this DPA and Data Protection Laws not more than once per year, or more frequently if required by Data Protection Laws.

3.2. Client may use a third party to perform the Audit on its behalf, provided the third party is a qualified auditor and executes a confidentially agreement acceptable to Alliant before the Audit.

3.3. Audits must be conducted at a mutually-agreeable location during Alliant's regular business hours, subject to Alliant policies, and may not unreasonably interfere with Alliant business activities. Any audit must observe all laws governing privilege and confidentiality and will not include Alliant's unrelated proprietary or trade secret information.

3.4. Client must provide Alliant with any Audit reports or findings generated in connection with any Audit at no charge, unless prohibited by law. Client may use the Audit reports only for the purposes of meeting its Audit requirements under Data Protection Laws and/or monitoring and confirming compliance with the requirements of this DPA. The Audit reports shall constitute Confidential Information of the Parties under the Agreement.

3.5. Nothing in this Section 3 shall require Alliant to breach any duties of confidentiality owed to any of its Clients or employees.

3.6. Under the following circumstances, Client agrees to accept those findings in lieu of requesting an Audit of the controls covered by the report: (a) the requested Audit scope is addressed in a similar Audit report performed by a qualified third-party auditor for Alliant within twelve (12) months of Client's request, (b) if permitted by the Data Protection Laws, and (c) Alliant confirms there are no known material changes in the controls audited. All Audits are at Client's sole cost and expense. Any request for Audit assistance requiring the use of resources different from or in addition to those required for provision of the Services will be considered an additional Service for which reasonable additional fees may be charged. Alliant reserves the right to require Client's written agreement to pay for such fees before providing such Audit assistance.

3.7. Information and Audit rights of the Client only arise under this Section 3 to the extent that the Agreement does not otherwise give the Client information and Audit rights meeting the relevant requirements of Data Protection Law.

4. SECURITY MEASURES. Subject to the obligations of Client under the Agreement:

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Alliant shall, in relation

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to the Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

4.2. In assessing the appropriate level of security, Alliant shall take account in particular of the risks that are presented by Processing, including without limitation the risks of a Security Incident.

4.3. Alliant shall notify Client without undue delay after becoming aware of a Security Incident and shall cooperate with Client and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation, and remediation of a Security Incident.

5. SUBPROCESSORS

5.1. Client authorizes Alliant and each Alliant Affiliate to appoint (and permit each Subprocessor appointed in accordance with this Section 5 to appoint) Subprocessors in accordance with this Section 5 and any restrictions in the Agreement and applicable Data Protection Laws.

5.2. Alliant will ensure that any Subprocessor that has access to Client Personal Data enters into a written agreement obligating the Subprocessor to comply with terms that are at least as restrictive as those imposed on Alliant under the Data Protection Laws.

6. DELETION AND RETURN OF PERSONAL DATA. Upon termination of the Agreement or Client's request, Alliant will either (a) return all Personal Data to Client, or (b) securely destroy all Personal Data. Upon Client's request, Alliant will provide a signed certification that Personal Data has been returned and, if applicable, securely destroyed, unless retention is required by law. If required to retain Personal Data by law, then Alliant will store the data solely on backup or archive locations and continue to safeguard such data in accordance with this DPA.

7. ADDITIONAL COMPLIANCE PROVISIONS

7.1. The Parties each represent and warrant to each other that they have read and understand the requirements of all applicable Data Protection Laws, and will be responsible for their own compliance with them.

7.1.1. In addition to the terms set forth in Section 3 of this DPA, Alliant agrees, upon the reasonable request of Client, to make available to Client all reasonably necessary, non-privileged information in its possession necessary to demonstrate Alliant's compliance with its obligations under this DPA and the Data Protection Laws. Client shall have the right to take reasonable and appropriate steps to ensure that the Alliant is using Client Personal Data in a manner consistent with Alliant's obligations under this DPA and Data Protection Laws.

7.1.2. Alliant shall not have any liability to Client to the extent the basis of liability arises from failure by Client to obtain any necessary consents to collect, use,

transfer, or otherwise Process Personal Data, or failure by Client to fully comply with the Agreement, this DPA, or applicable Data Protection Laws.

7.1.3. Client represents and warrants that, if required, it has provided notice that the Personal Data is being Processed consistent with the Data Protection Laws.

7.1.4. Each Party agrees that it is responsible for its own compliance with the requirements of the applicable Data Protection Laws and agrees to indemnify, defend, and hold harmless the other Party from and against any claims, demands, losses, liabilities, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) to the extent resulting from its own acts and omissions that do not comply with the Data Protection Laws. This duty to indemnify, defend, and hold harmless includes fines that may be imposed by a governing authority and any and all reasonable attorneys' fees and court costs.

7.1.5. The Parties agree that where Alliant processes Personal Data, it functions as a Service Provider and a Processor under the Data Protection Laws.

7.1.6. The disclosure of Client Personal Data to Alliant does not constitute a Sale or Sharing under the Data Protection Laws. Notwithstanding anything in the Agreement, the Parties acknowledge and agree that Client's provision of access to Personal Data is not part of and is explicitly excluded from the exchange of consideration or any other thing of value between the Parties.

8. GENERAL

8.1. Certification. By signing this DPA, Alliant certifies that it understands the restrictions herein and will comply with them.

8.2. Liability. Each Party's liability under or in connection with this DPA is subject to the limitations on liability contained in the Agreement, to the extent permitted by law.

8.3. No Restriction. The obligations contained in this DPA, including the Exhibits, Attachments, and Appendices, shall not restrict Alliant in its rights and/or obligations to: (a) comply with federal, state, or local laws, or to comply with a court order or subpoena to provide information or legal holds, or (b) to comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities.

8.4. Interpretation. This DPA shall be construed to comply with the requirements of the Data Protection Laws and any ambiguity in this Agreement shall be interpreted to permit compliance with the Data Protection Laws.

AGREED TO AND ACCEPTED BY:

County of Kendall, Illinois	**Alliant Insurance Services, Inc.**

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By: Click or tap here to enter text.

Print Name: Leslie Johnson

Title: Director of Human Resources

Date: Click or tap here to enter text.

By: Click or tap here to enter text.

Print Name: Michael Mackey

Title: Executive Vice President

Date: Click or tap here to enter text.

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EXHIBIT A – Details of Data Processing

The details of the Processing to be carried out under the Agreement are as follows:

Roles of the Parties (check the option that applies)	Client: ☒ Controller ☐ Processor ☐ Subprocessor Alliant: ☐ Controller ☒ Processor ☐ Subprocessor If neither Client nor Alliant is the Controller, identify the Controller: Click or tap here to enter text.		
Processing Instructions	Client instructs Alliant to Process Personal Data to provide the Services set forth in the Agreement, which include (please provide a general description of the Services provided by Alliant): **Property, Casualty and Workers' Compensation Insurance**		
Duration of Processing	As set forth in the Agreement		
Types of Personal Data Processed	☐ Abilities/aptitudes ☐ Address ☐ Attitudes ☐ Background checks ☐ Bank account number ☐ Bank routing number ☐ Beneficiary information ☐ Beneficiary number X Blood pressure X CCTV footage ☐ Citizenship Status ☐ Compensation information ☐ Credit history ☐ Criminal history X Date of birth X Dates of health service X Diagnosis X Disability X Disease/disorder X Driver's license number X Education history information ☐ Education records (e.g., transcript)	☐ Finger or handprint ☐ Gender/Gender Identity ☐ Genetic information ☐ Govt-issued ID number ☐ Handicapped status X Health records X Health status X Health symptoms X Health treatments X Height ☐ Immigration/VISA X Insurance information ☐ Insurance policy numbers ☐ Intelligence ☐ Iris/retina scan ☐ Keystroke patterns X Marital status X Medical claim history X Medical conditions ☐ Medical device identifiers ☐ Medical photo images/X-Rays ☐ Medical record number X Medical test results X Medication X Mental health	☐ Passport number ☐ Payment card number X Performance Evaluations ☐ Philosophical beliefs ☐ Political party ☐ Preferences, Trends, Predispositions ☐ Professional licenses ☐ Purchase/Service history ☐ Religion ☐ Resume ☐ Signature ☐ Sleep patterns ☐ Social Insurance Number ☐ Social Security number ☐ State ID ☐ Subscriber number ☐ Survey responses ☐ Tax information X Telephone number X Union membership or information ☐ Vehicle License Plate Number

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	☒ Email address ☐ Employee ID X Employment history X Eye color X Facial images ☐ Financial records	☒ Name ☐ National ID Card Number ☐ National origin/race/ethnicity X Partial Social Security number	☐ Vein patterns ☐ Veteran/Military Status ☐ Voice patterns ☐ Voice recordings X Weight
	☐ Other: Click or tap here to enter text.		
Categories of Data Subjects Whose Personal Data Is Processed	X Employees ☐ Job applicants X Dependents/Beneficiaries X Former Employees ☐ Vendors/Third Parties	☐ Vendor employees ☐ Clients/Clients ☐ Potential clients/Clients ☐ Merchant Client employees	☐ Application/website users ☐ Minors ☐ Website visitors ☐ Consumers ☐ Client Clients
	☐ Other: Click or tap here to enter text.		
Technical and Organizational Measures to Protect Personal Data	Service Provider has developed, implemented, and maintained policies, procedures, and technical and organizational measures relating to the topics indicated below to protect Personal Data: • Acceptable use (Electronic Communications Policy) • Access controls • Antivirus & Anti-malware • Application security • Asset management • Audit Logging & Monitoring • BYOD • Business continuity Plan and disaster recovery • Change management • Personal Data • Controlled use of administrator accounts • Data classification • Data Centers	• Data protection impact assessments • Data minimization • Data retention and deletion • Data security and privacy training • Data subject rights • De-identified data • Encryption • Endpoint device security • GLBA (if applicable) • Handling data privacy requests • HIPAA (if applicable) • Incident response • Information governance and risk management • Information security • Internal privacy	• Acceptable use (Electronic Communications Policy) • Access controls • Antivirus & Anti-malware • Application security • Asset management • Audit Logging & Monitoring • BYOD • Business continuity Plan and disaster recovery • Change management • Personal Data • Controlled use of administrator accounts • Data classification • Data Centers (Colocation Services) – ISO 27001 certified, hardened facilities with layered security maintained by enterprise-grade

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	(Colocation Services) – ISO 27001 certified, hardened facilities with layered security maintained by enterprise-grade provider, which includes the expected best-in-class physical safeguards:	policy • Inventory of hardware and software assets • Legal basis for processing • Mobile device use • Passwords	provider, which includes the expected best-in-class physical safeguards:

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Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 11/18/2025

Subject: Commuter Rail Study Grant Agreement

Prepared by: Christina Burns, County Administrator

Department: Administration

Action Requested:

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

Board/Committee Review:

Nov. 13, 2025 Committee of the Whole: Forward to County Board

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.

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

Docusign Envelope ID: 626E9F91-CD65-4F46-812F-411580F4E9B3

Illinois Department of Transportation

Bucksheet

Reset Form

☐ Under $250,000 ☒ Over $250,000

Priority: **Normal**

Office	District / CO	Bureau
Intermodal Project Implementation		Transit

File Subject	Amount Range
Agreements	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	Letting Date
N/A	

County	District	Job Number	PTB-Item
Kendall			

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

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

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

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

Agreement No. CAP-24-1276-FED

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 ES1SZWNDT9N5 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.

Agreement No. CAP-24-1276-FED

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

Agreement No. CAP-24-1276-FED

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

Illinois Department of Transportation

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

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

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: _____

County of Kendall

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

By: _____
Signature of Authorized Representative, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

ARTICLE II

REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

2.3 Compliance with 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).

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(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.

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(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

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(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

   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 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 form 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.

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Agreement No. CAP-24-1276-FED

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.

Agreement No. CAP-24-1276-FED

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).

Agreement No. CAP-24-1276-FED

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 f ound 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

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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

Agreement No. CAP-24-1276-FED

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

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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," 4 7 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 lOl(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 0MB 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:
a. The Grantee may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
b. 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.
c. 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. 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.
b. 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.
c. 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.

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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. 0MB 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, debars, 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 US.C. §§ 7401- 7671q.) and the Federal Water Pollution Control Act (33 US.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 ENVIRONMENAL 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 US.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.

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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.

Agreement No. CAP-24-1276-FED

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 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

Docusign Envelope ID: 626E9F91-CD65-4F46-812F-411580F4E9B3

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:

				FUNDING			
Grantee	**Grantor**	**Location**	**Description**	**Federal**	**State**	**Total**	**TDCs**
Kendall County	FTA/IDOT	Kendall County, Illinois	Kendall County Metra Extension Environmental Impact Statement	$4,800,000	$1,200,000	$6,000,000	$0
			TOTAL:	***$4,800,000***	***$1,200,000***	***$6,000,000***	***$0***

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

Illinois Department of Transportation

Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 11/18/2025
Subject: 2025 Noxious Weed Annual Report
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of 2025 Noxious Weed Annual Report

Board/Committee Review:

Committee of the Whole – Approval on November 13, 2025

Fiscal impact:

N/A

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

KENDALL COUNTY
NOXIOUS WEED ANNUAL REPORT
2025

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,

_____ _____

Matt Kellogg — Date
Kendall County Board Chairman

Encs: August 28, 2025, Letter to Municipalities and Townships
Village of Oswego Report
General Notice Certificate of Publication

DEPARTMENT OF PLANNING, BUILDING & ZONING
807 West John Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

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 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,

[redacted]
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 almum, 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	Code Case Closed Date	Code Case Status	Code Case Number
1 Faro Ct	6/10/2025	6/12/2025	Closed - Resolved	CODE-000857-2025
100 Daltrey Dr	6/20/2025		~~In Progress~~	CODE-000887-2025 – CLOSED
1008 Douglas Rd	7/3/2025	9/3/2025	Closed - Resolved	CODE-000928-2025
101 Iris Ct	5/22/2025		~~In Progress~~	CODE-000792-2025 – CLOSED
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		~~In Progress~~	CODE-000843-2025 – CLOSED
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		~~In Progress~~	CODE-000864-2025 – CLOSED
132 Oaklawn Ave	7/30/2025		~~In Progress~~	CODE-001042-2025 – CLOSED
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	6/2/2025	Closed - Resolved	CODE-000819-2025
203 Long Beach Rd	8/12/2025		In Progress	CODE-001104-2025 — CLOSED
205 Carlisle Ct	6/6/2025	6/9/2025	Closed - Resolved	CODE-000842-2025
219 Mondovi Dr	6/6/2025	6/9/2025	Closed - Resolved	CODE-000839-2025
219 Willington Way	6/9/2025	6/24/2025	Closed - Resolved	CODE-000847-2025
224 Fox Chase Dr N	7/24/2025	7/24/2025	Closed - Resolved	CODE-000995-2025
225 Wollmington Dr	7/31/2025	8/1/2025	Closed - Resolved	CODE-001046-2025
2300 Route 34	5/20/2025		In Progress	CODE-000786-2025 — CLOSED
238 Fox Chase Dr N	5/10/2025	7/28/2025	Closed - Resolved	CODE-001027-2025
240 S Concord Dr	7/31/2025	8/5/2025	Closed - Resolved	CODE-001049-2025
2410 Route 34	7/31/2025		In Progress	CODE-001052-2025 — CLOSED
252 Isleview Dr	7/25/2025	7/28/2025	Closed - Resolved	CODE-001011-2025
301 Francesca Ct	7/1/2025		In Progress	CODE-000926-2025 — CLOSED
301 Francesca Ct	7/30/2025		In Progress	CODE-001044-2025 — CLOSED
305 Owen Ct	7/25/2025	7/25/2025	Closed - Resolved	CODE-001014-2025
308 Badger Ct	6/6/2025	6/9/2025	Closed - Resolved	CODE-000838-2025
308 Badger Ct	8/11/2025	8/11/2025	Closed - Resolved	CODE-001089-2025
311 Prairieview Dr	6/6/2025	6/9/2025	Closed - Resolved	CODE-000841-2025
312 Morgan Valley Dr	6/6/2025	6/9/2025	Closed - Resolved	CODE-000840-2025
319 Chicago Rd	5/29/2025	5/30/2025	Closed - Resolved	CODE-000815-2025
3201 Orchard Rd	5/27/2025	6/2/2025	Closed - Resolved	CODE-000808-2025
326 Chicago Rd	7/31/2025	8/5/2025	Closed - Resolved	CODE-001048-2025
328 Barnaby Dr	6/5/2025		In Progress	CODE-000832-2025
329 Boulder Hill Pass	5/28/2025	6/2/2025	Closed - Resolved	CODE-000811-2025
33 Jay St	7/31/2025	8/12/2025	Closed - Resolved	CODE-001045-2025
361 S Madison St	7/10/2025	7/15/2025	Closed - Resolved	CODE-000963-2025
369 Essex Ave	5/22/2025	6/11/2025	Closed - Resolved	CODE-000791-2025
382 Hemlock Ln	7/1/2025	7/7/2025	Closed - Resolved	CODE-000927-2025
386 S Madison St	5/30/2025	6/12/2025	Closed - Resolved	CODE-000821-2025
401 Sunshine Ct	5/29/2025	5/30/2025	Closed - Resolved	CODE-000817-2025
402 Burr Oak Dr	8/7/2025	8/7/2025	Closed - Resolved	CODE-001075-2025
411 Chicago Rd	8/6/2025	8/6/2025	Closed - Resolved	CODE-001062-2025
412 Prairieview Dr	5/20/2025	6/9/2025	Closed - Resolved	CODE-000781-2025

413 Barnaby Dr	6/5/2025	6/9/2025 Closed - Resolved	CODE-000830-2025
415 Barnaby Dr	6/4/2025	~~In Progress~~	CODE-000825-2025 — CLOSED
415 Barnaby Dr	6/6/2025	6/9/2025 Closed - Resolved	CODE-000837-2025
418 Blue Ridge Dr	6/6/2025	~~In Progress~~	CODE-000835-2025 — CLOSED
418 Douglas St	6/16/2025	~~In Progress~~	CODE-000873-2025 — CLOSED
42 Ashlawn Ave	4/28/2025	In Progress	CODE-000779-2025
425 Arboretum Way	6/10/2025	6/18/2025 Closed - Resolved	CODE-000855-2025
428 Raintree Dr	7/31/2025	~~In Progress~~	CODE-001050-2025 — CLOSED
445 Newport Cir	8/14/2025	8/19/2025 Closed - Resolved	CODE-001110-2025
4500 Route 71	8/6/2025	8/6/2025 Closed - Resolved	CODE-001063-2025
453 Bower Ln	8/11/2025	8/11/2025 Closed - Resolved	CODE-001091-2025
458 Bower Ln	8/11/2025	~~In Progress~~	CODE-001093-2025 — CLOSED
471 Burr Oak Dr	5/22/2025	5/27/2025 Closed - Resolved	CODE-000794-2025
471 Gloria Ln	6/12/2025	~~In Progress~~	CODE-000859-2025 — CLOSED
477 Barnaby Dr	6/5/2025	6/9/2025 Closed - Resolved	CODE-000831-2025
505 Rosebush Ln	5/22/2025	6/16/2025 Closed - Resolved	CODE-000790-2025
508 Chestnut Dr	7/7/2025	7/7/2025 Closed - Resolved	CODE-000947-2025
529 Heritage Dr	6/9/2025	6/18/2025 Closed - Resolved	CODE-000851-2025
529 Heritage Dr	8/26/2025	9/12/2025 ~~In Progress~~	CODE-001180-2025 — CLOSED
5763 Route 34	6/24/2025	7/25/2025 Closed - Resolved	CODE-000893-2025
600 Vista Dr	5/28/2025	6/2/2025 Closed - Resolved	CODE-000810-2025
605 Carnation Dr	8/7/2025	8/11/2025 Closed - Resolved	CODE-001071-2025
615 Starling Cir	8/12/2025	~~In Progress~~	CODE-001105-2025 — CLOSED
631 Pearces Ford Dr	7/30/2025	8/5/2025 Closed - Resolved	CODE-001043-2025
637 Carnation Ct	7/8/2025	~~In Progress~~	CODE-000952-2025 — CLOSED
6501 Route 34	5/20/2025	5/27/2025 Closed - Resolved	CODE-000784-2025
674 Manhattan Cir	8/12/2025	8/19/2025 Closed - Resolved	CODE-001096-2025
683 Churchill Ln	8/8/2025	~~In Progress~~	CODE-001087-2025 — CLOSED
684 Churchill Ln	8/12/2025	~~In Progress~~	CODE-001097-2025 — CLOSED
708 Bellevue Cir	5/22/2025	6/9/2025 Closed - Resolved	CODE-000795-2025
710 Juniper St	8/5/2025	~~In Progress~~	CODE-001060-2025 — CLOSED
799 Bohannon Cir	6/5/2025	6/12/2025 Closed - Resolved	CODE-000828-2025
814 Bohannon Cir	8/11/2025	8/11/2025 Closed - Resolved	CODE-001094-2025

86 Mandy Ln	5/22/2025	5/23/2025	Closed - Resolved	CODE-000799-2025
902 Bison Ct	6/10/2025		~~In Progress~~	CODE-000854-2025 – CLOSED
94 Templeton Dr	5/22/2025	6/2/2025	Closed - Resolved	CODE-000789-2025
94 Templeton Dr	8/1/2025	8/15/2025	Closed - Resolved	CODE-001056-2025
	6/16/2025		~~In Progress~~	CODE-000871-2025 – CLOSED
	6/20/2025		In Progress	CODE-000890-2025
	7/7/2025		~~In Progress~~	CODE-000950-2025 – CLOSED
	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: [redacted]

Laura Shaw, Publisher

Account Number [redacted]

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) 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 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 18th 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

Meeting Type: County Board
Meeting Date: 11/18/25
Subject: Liquor License Updates
Prepared by: Natalia Borowska, Management Analyst
Department: Administration

Action Requested:
Approve ordinance to incorporate suggested changes to County Liquor Codes.

Board/Committee Review:
November 13, 2025 Committee of the Whole Meeting

Fiscal Impact:
N/A

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:
Ordinance Amending the Kendall County Code Pertaining to License License
Code of Ordinances - Chapter 4 ALCOHOLIC LIQUOR

State of Illinois
County of Kendall

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 ~~7~~
Class "B"	3
Class "C"	2
Class "D"	1 ~~2~~
Class "E"	0
Class "F"	0
Class "G"	No more than 4 during a 12-month period per qualified organization as outlined in § 4-54(a)(7)
Class "H"	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	Kendall County Board Chairman
Debbie Gillette	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,

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 ~~Office of the County Clerk~~, 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)

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 or 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)

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, ~~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.~~

(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 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.

(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.

(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

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)

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)

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.

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 ~~7~~
Class "B"	3
Class "C"	2
Class "D"	1 ~~2~~
Class "E"	0
Class "F"	0
Class "G"	No more than 4 during a 12-month period per qualified organization as outlined in § 4-54(a)(7)
Class "H"	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

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

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 with 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 of 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

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 ~~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.

(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 ~~County Clerk~~ 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,

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)

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: County Board Meeting

Meeting Date: 11/18/2025

Subject: Amendment to Fox Fiber Comprehensive Development Agreement

Prepared by: Christina Burns, County Administrator

Department: Administration

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.

November 13, 2025 Committee of the Whole: Forward to County Board for approval an amendment to the Fox Fiber comprehensive development agreement.

Fiscal impact:

NA

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.

Staff Recommendation:

Approval of a revised Comprehensive Development Agreement with Fox Fiber.

Attachments:

Revised Comprehensive Development Agreement and exhibits

COMPREHENSIVE DEVELOPMENT AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

WHEREAS, the Company may enter into contracts with Pivot and/or the Pivot Team to carry out its obligations under this Agreement to engineer, procure and construct the Project ("EPC

Agreement"), pursuant to which certain construction obligations may be further subcontracted for by Pivot and/or the Pivot Team ("Construction Agreement");

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

WHEREAS, to provide tax-exempt financing for those costs of the Project that will not be funded with the Grant Funds, the Company has been organized as an Illinois nonprofit corporation and on behalf instrumentality of the County (within the meaning of the U.S. Internal Revenue Service Revenue Ruling 63-20, Revenue Procedure 82-26, and any subsequent revision of such IRS guidance (the "IRS Guidance")), for the purpose of financing a portion of the design, development, installation and operation of the Project through the issuance of its tax-exempt revenue bonds ("Bonds"), and title to the Project will vest in the County upon discharge of the Bonds within the meaning of the General Bond Resolution adopted by the Company on June 24, 2025 (the "General Resolution") and a Supplemental Bond Resolution adopted by the Company on [_____], 2025 (collectively, the "Resolution");

WHEREAS, the organization of the Company and the proposed issuance of the Bonds to finance certain components of the Project was approved by the County Board at its meeting held on June 3, 2025; and

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

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

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

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

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

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

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

(e) Licenses. The Company represents that as of the Effective Date it has all licenses that are (i) necessary to install and/or operate (or cause to be operated) all equipment that it will purchase in furtherance of this Agreement and (ii) necessary to develop, install and operate (or cause to be operated) the Broadband Network. The Company warrants and covenants that it will make reasonable efforts to and/or ensure any of its contractors or subcontractors will obtain and maintain any licenses reasonably necessary to operate the Broadband Network for future time periods and obtain any other licenses required to: (i) effectively operate, or cause to operate, the Broadband Network and (ii) maintain the service levels to Customers. The Company further understands and agrees that (i) the County and the Company may elect for the County to purchase and own all or any portion of the Project by meeting the Indebtedness Satisfaction Condition, and (ii) upon a Company default and failure to cure under this Agreement and the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, all such licenses

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

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

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

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

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

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

3. Term of Agreement. The term of this Agreement shall be the earlier of (i) thirty five (35) years beginning on the Effective Date (the "Initial Term") and the County may, in its sole discretion, extend this Agreement for up to two (2) additional terms of five (5) years (each, a "Renewal Term"), (ii) the date upon which the County elects, in its sole discretion, to own the Project Assets and acquire the Project by meeting the Indebtedness Satisfaction Condition, which may occur during the Initial or in any Renewal Term, and (iii) the date upon which this Agreement

is terminated by the County pursuant to Section 19 and Section 36. Regardless of whether it is an Initial Term or a Renewal Term, each term may be referred to in this Agreement as a "Term." The Agreement shall be extended to each Renewal Term automatically, unless the County provides written notice to the Company that it does not intend to renew this Agreement at least 180 days prior to the expiration of Initial Term.

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

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

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

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

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

"Approving Resolution" shall mean the resolution of the County adopted by its Board of Commissioners on June 3, 2025.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"FCC" shall mean the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Network Equipment" shall mean the equipment that comprises the Broadband Network.

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

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

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

"Pivot" shall mean Pivot Tech Development, Inc., a Delaware corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State of Illinois" or "State" shall mean the State of Illinois.

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

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

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

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

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

6. Obligations of the Company.

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

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

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

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

(b) Project Implementation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Insurance, Bonding, and Indemnification.

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

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

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

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

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

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

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

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

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

7. Obligations of the County.

(a) Obligations of the County to the Company.

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

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

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

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

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

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

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

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

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

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

8. Network Equipment.

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

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

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

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

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

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

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

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

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

9. Service Levels and Compliance.

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

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

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

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

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

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

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

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

(c) Reduction in Charges for Service Interruption.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Interference, Frequencies, and FCC Licensing.

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

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

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

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

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

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

12. Disaster Contingency Plan

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

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

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

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

13. Cost of Service.

(a) Required Packages and Pricing.

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

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

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

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

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

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

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

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

14. State of Illinois Grant Compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) claims for damages for personal injury; and

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

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

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

Fidelity	$1,000,000 per occurrence, with a $50,000 deductible
Automobile Liability Insurance for owned, non-owned, leased, hired, operated or licensed automobiles, trucks, tractors, all-terrain vehicles used in the Site. Coverage shall be endorsed to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for the Company or any Subcontractor or Affiliate that will at any time transport Hazardous Materials;	Not less than Five Million Dollars ($5,000,000) combined single limit for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence.
Contractors Pollution Liability. Coverage shall be provided for third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the Company's operations and completed operations. Coverage shall include any transportation and any non-owned, off-site disposal and environmental impairment. This insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after, or (y) if a Project-specific policy, through 10-year products completed operations coverage;	Not less than $2,000,000 per occurrence and in the aggregate;
Cyber Liability and Professional Errors and Omissions Insurance including full prior acts coverage (or a retroactive date no later than the date of commencement of the Construction activities) including coverages arising out of breakdowns, system failures, malfunctions, and similar occurrences,	

and coverages for third-party claims alleging the loss or breach of sensitive data, caused by or arising out of the Company. Coverages must include all discovered cyber incidents affecting owner data or data of Owner employees, regardless of whether any third-party claims are filed, cyber extortion and fraudulent instruction losses, data and network liability, regulatory defense and penalties, and media liability, cost of notifying all effected parties, and expenses of personal monitoring, investigation, mitigation, regulatory and remediation costs and ongoing business interruption and restoration costs, including recovering data, repairing the problems discovered and restoring security, with deductibles or self-insured retentions acceptable of not more than $500,000.00. Such insurance shall include, without limitation, contractual liability coverage to the maximum extent possible for the indemnifications contained in this Contract. This insurance shall be in effect until all claims and suits arising out of the activities contemplated by this Contract and Contract Documents are barred by the applicable statutes of limitations and repose;	Not less than Two Million Dollars ($2,000,000) per claim and Five Million Dollars ($5,000,000) annual aggregate, or limits carried, whichever are greater, for all claims arising out of professional services performed in connection to this Contract and Cyber liability insurance with a minimum of Five Million Dollars ($5,000,000) per occurrence and in the aggregate,
Property insurance covering loss or damage to all tools, equipment, Pre-Ordered Items and property that is owned by, leased by, or rented by or in the care, custody or control for use by the Design Builder or its Subcontractors in performing the Work;	

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

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

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

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

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

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

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

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

(C) claims for damages for personal injury; and

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

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

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

Type of Insurance	Required Coverages
through 10-year products completed operations coverage;:	
Fidelity	$1,000,000 per occurrence, with a $50,000 deductible
Automobile Liability Insurance for owned, non-owned, leased, hired, operated or licensed automobiles, trucks, tractors, all-terrain vehicles used in the Site. Coverage shall be endorsed to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for any Subcontractor or Affiliate that will at any time transport Hazardous Materials;	Not less than Five Million Dollars ($5,000,000) combined single limit for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence.
Contractors Pollution Liability. Coverage shall be provided for third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the operations and completed operations. Coverage shall include any transportation and any non-owned, off-site disposal and	Not less than $5,000,000 per occurrence and in the aggregate;

Type of Insurance	Required Coverages
environmental impairment. This insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after, or (y) if a Project-specific policy, through 10-year products completed operations coverage;	
Cyber Liability and Professional Errors and Omissions Insurance including full prior acts coverage (or a retroactive date no later than the date of commencement of the Construction activities) including coverages arising out of breakdowns, system failures, malfunctions, and similar occurrences, and coverages for third-party claims alleging the loss or breach of sensitive data, caused by or arising out of the insured's Operations. Coverages must include all discovered cyber incidents affecting owner data or data of Owner employees, regardless of whether any third-party claims are filed, cyber extortion and fraudulent instruction losses, data and network liability, regulatory defense and penalties, and media liability, cost of notifying all effected parties, and expenses of personal monitoring, investigation, mitigation, regulatory and remediation costs and ongoing business interruption and restoration costs, including recovering data, repairing the problems discovered and restoring security, with deductibles or self-insured retentions acceptable of not more than $500,000.00. Such insurance shall include, without limitation, contractual liability coverage to the	Not less than Five Million Dollars ($5,000,000) per claim and Five Million Dollars ($5,000,000) annual aggregate, or limits carried, whichever are greater, for all claims arising out of professional services performed in connection to this Contract and Cyber liability insurance with a minimum of Five Million Dollars ($5,000,000) per occurrence and in the aggregate,

Type of Insurance	Required Coverages
maximum extent possible for the indemnifications contained in this Contract. This insurance shall be in effect until all claims and suits arising out of the activities contemplated by this Contract and Contract Documents are barred by the applicable statutes of limitations and repose;	
Property insurance covering loss or damage to all tools, equipment, Pre-Ordered Items and property that is owned by, leased by, or rented by or in the care, custody or control for use by contractors or subcontractors performing the Work under either the EPC Agreement or the Construction Agreement;	
Such additional coverage as may be required by Laws, or which the Company considers necessary;	
The limits of liability required above shall be satisfied through a combination of primary and umbrella/excess liability insurance policies which follow form; and	
All insurance required will be provided through companies authorized to do business in the State of Illinois with an A.M. Best's rating of at least A-VII.	

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

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

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

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

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

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

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

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

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

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

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

19. Default, Termination, and Remedies.

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

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

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

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

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

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

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

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

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

(c) Default by County; Remedies. The Company has no right, except as provided in this paragraph and as set forth in Section 19(g), to terminate this Agreement or take action against the County for monetary damages as a result of default by the County. Notwithstanding anything in this Agreement to the contrary, in the event of the County's material failure to observe or perform any of the material covenants, conditions or provisions of this Agreement, or of any attachments hereto, required herein to be observed or performed by County and County's failure to cure such default within sixty (60) days after a default notice is delivered to the County, then Company's recourse against the County shall be limited as set forth in Section 7(b) and the Company shall be entitled to (i) seek injunctive relief against the County if the County undermines or frustrates the development and operation of the Project or unreasonably withholds any permit, consent or approval required or desirable for the Project and within its authority to provide, and (ii) receive any Grant Funds then otherwise due for reimbursement under the terms of this Agreement or the Grant Agreement and any Grant Funds due for work performed subsequent to the latest request for reimbursement through the date of termination. In accordance with this Agreement, the Company may continue to own and operate the Project until the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, after which the Trustee will give the County and the Company notice that the Indebtedness Satisfaction Condition has been met, and the Company will have ninety (90) days after delivery of such notice to transfer

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

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

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

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

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

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

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

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

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

of Loss caused by a Force Majeure Event. As of the effective date of a termination under this Section 19(g), the County shall have no further obligation to the Company under this Agreement, and the Company shall cease operation of the Project and administer the Project Assets pursuant to the terms of the Grant Agreement and Resolution, unless and until an election is made by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, after which the Trustee will give the County and the Company notice that the Indebtedness Satisfaction Condition has been meet, and the Company will have ninety (90) days after delivery of such notice to transfer or assign the assets and related contracts constituting the Project to the County, at the direction of the County.

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

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

21. Maturity or Retirement of Tax-Exempt Indebtedness; Limitation on Indebtedness. If Tax-Exempt Indebtedness is used to finance all or a portion of the Project, upon maturity and satisfaction of the Indebtedness Satisfaction Condition, the title to the Project shall be transferred to the County free and clear of any encumbrances within ninety (90) days of such

maturity or early retirement of such Indebtedness. The County may elect, at is sole option, to maintain or renew any lease, management contract, or other agreement relating to the Project that would constitute an encumbrance.

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

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

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

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

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

To County:
Kendall County, Illinois
111 West Fox Street
Yorkville, Illinois 60560
Attn: Christina Burns, County Administrator

	Email: cburns@kendallcountyil.gov
with a copy to:	State's Attorney of Kendall County, Illinois 807 West John Street Yorkville, Illinois 60560 Attn: Eric Weis Email: eweis@kendallcountyil.gov
with a copy to:	Taft, Stettinius & Hollister LLP 111 East Wacker Blvd., Suite 2600 Chicago, Illinois Attn: Matthew Miller Email: mjmiller@taftlaw.com
To Company:	Fox Fiber, NFP 6674 East 118th Ct. Thornton, Colorado 80233 Attn: James Cannon Email: jim@pivot-tech.io

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

26. Compliance.

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

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

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

public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with County obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be removed from the Project and promptly replaced by a subcontractor acceptable to County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

require in order to assign to the County the Company's interest in all subcontracts and purchase orders designated by the County. After all such steps have been taken to the County's satisfaction the Corporation shall be entitled to receive those amounts set for in Section 36(a)(i)-(iii). The assumption or acquisition of any Project Assets by the County as a result of termination of this Agreement under this Section 36 shall be conducted in accordance with the terms of the Resolution.

(d) The County agrees that it will not terminate the Agreement pursuant to this Section 36 during the Grant Period.

(e) After the Grant Period expires, should the County terminate this Agreement pursuant to this Section 36 and does not elect to exercise its option under Section 36(c), the County agrees that it will continue its relationship with the Company as set forth in Section 5 of the Approving Resolution, and contemporaneously with any termination hereunder shall enter into an oversight agreement or similar agreement as required pursuant to the IRS Guidance.

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

38. Delay Event.

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

(i) causes a continuous delay for at least 21 (21) days;

(ii) such circumstance, event or condition, despite the exercise of diligence, cannot be prevented, avoided or overcome by the Affected Party;

(iii) such circumstance, event or condition prevents or delays the performance by the Affected Party of any or all of its obligations under or pursuant to this Agreement;

(iv) the Affected Party has taken all reasonable precautions, due care and measures to prevent or avoid the effect of such circumstance, event or condition on its ability to perform its obligations under this Agreement;

(v) such circumstance, event or condition is not the direct or indirect result of a breach by the Affected Party of its obligations under this Agreement;

(vi) the Affected Party has given the other Party notice in accordance with this Section 38; and

(vii) any Change of Law.

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

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

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

39. Other Broadband Projects Not Precluded.

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

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

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

interpreted as in effect as if such unenforceable provision were not included therein. No party shall be responsible or liable to the other party for indirect, consequential, special, punitive or exemplary losses or damages of any nature.

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

[Signature Page to Follow]

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

COUNTY OF KENDALL, ILLINOIS

By: _____
Name: _____
Its: _____

FOX FIBER, NFP,
an Illinois nonprofit corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGED AND AGREED TO:

PIVOT TECH DEVELOPMENT INC.,
a Delaware corporation

By: _____
Name: James Cannon
Title: CEO

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

[_____], 2025

_____
County Board Charmain
Kendall County, Illinois

EXHIBITS

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

REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois

SUMMARY

Kendall County, Illinois seeks a public or private partner to build, finance, operate, and manage (BFOM) an affordable, reliable, and scalable all fiber optic middle mile network to support next-generation, high-speed broadband internet to businesses, residences, and other entities.

Connect Kendall County Commission

Special Committee of the Kendall County Board

Kendall County, Illinois
Kendall County Board

REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois is seeking a Public-Private partnership to build, finance, and maintain a middle-mile fiber network. The design will be based on our Fiber Network needs assessment.

April 25, 2023

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

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

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

"CKCC" means Connect Kendall County Commission, a separate voting body from the County Board.

"Partner," except as noted in Section 4, Paragraph 6, means an individual or entity engaged in business with the County for the mutual benefit of both parties in this Project and does not denote or imply, on its own, a legal relationship between them.

"Partnership" means a relationship consistent with the term "Partner" above.

"Project" means the Scope of Work described in the RFP Documents.

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

"Project site" means the location where the Project will be performed, which is the following location: Kendall County, Illinois

"Procurement Ordinance" refers to the Kendall County Procurement Ordinance, as amended from time to time.

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

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

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

B. SCOPE OF WORK:

The County, by and through its Connect Kendall County Commission, seeks a qualified internet service provider to manage a broadband and last-mile network within the county who will provide the following scope of services in accordance with the requirements set forth in this RFP and the RFP Documents:

1. The Respondent will manage the middle-mile broadband network of rings on behalf of the County.
2. The Respondent will be a financial partner.
3. The Project is being financed, in part, with grant funds. By submitting a response to this RFP, the Respondent must agree to comply with all applicable requirements set forth in the terms and conditions of the Grant.
4. Partnership Considerations:

a. Using our Broadband Plan (https://www.kendallcountyil.gov/transparency) as a guide, the County is looking to undertake a public-private partnership to build the middle mile with the partner providing the last mile service.
    i. Note: the rural rings, identified in yellow in the interactive map, (https://www.kendallcountyil.gov/transparency/broadband-assessment), are top-priority and expected to be built first.
b. The County can assist, and is willing to make available the following items:
    i. Access to existing fiber only ducts and excess available fiber
    ii. Access to County-owned facilities
    iii. Assist with access to identified anchor institutions-owned facilities
    iv. Ability to expedite permitting
    v. Depending on need, certain county property and structures can be made available for the housing of materials, parking, and/or offices

5. Scope of Services:
    a. Design and build a high-speed network that will reach all residential addresses in the County. This includes single family homes, multi-unit dwellings, apartments, townhomes, farms, etc.
    b. Provide a minimum symmetrical 100Mbps service tier and support service tiers of symmetrical 100Mbps and up to all customers.
    c. Provide a detailed proposal of all service tiers that are intended, service terms, and anticipated service costs which include all potential costs to the customers.
    d. Provide customer service standards including such things as phone answering times, repair times, installation times, if there would be a local office, and the location of a phone answering facility.
    e. Provide a cost of the proposed network. If the County is expected to contribute, Respondent should indicate how the County will be reimbursed for its investment.
    f. Provide complete and detailed responses to the Technical Proposal.
6. Technical Proposal:
    a. Describe the technical components of the network, providing detail regarding the key design decisions to support 100Mbps for all customers.
        i. Describe the capacity of the back haul connection and plans for growth
    b. Affirm that the network will strive to serve a majority of the unserved/underserved residential properties in the County
    c. Provide a reasonable explanation of the intended construction methods and materials, deployment plan, and construction restoration plan. It is expected that during the project and at the conclusion of construction, County residents and property owners will see minimal indication of the network construction.
    d. Describe the resources that will be provided following the construction phase to support the installation, maintenance of the network, and customer support
    e. Describe in detail the expectations of the partnership, listing opportunities to leverage existing County infrastructure, wholesale bandwidth requirements, and additional resource needs.
    f. Willingness to have both fiber-to-the-home and wireless connectivity
    g. Provide proposed network up-time; plans to ensure maximum up-time
7. Initial Agreement Terms
    a. To better understand the potential terms of an agreement between the Respondent and the County, and if those terms will be suitable for both parties to begin entering into a negotiated agreement, the following items should be included in the response:
        i. Provide an explanation of, and the data to demonstrate, the financial capacity and capability to undertake this project. Among other documents, audited financial statements, bank statements, or SEC (Securities and Exchange Commission) filings may be provided.
        ii. A detailed example of service terms that outline the commitment to subscribers regarding service level, outage response, pricing adjustments, and service quality.

iii. An example of the terms and conditions the Respondent would present to the County as part of this agreement. Please highlight terms that would be absolute requirements of the potential agreement as well as terms that the Respondent is willing and able to negotiate.
iv. Please provide any potential compensation and service usage proposals.

b. The County seeks a Respondent that can demonstrate their business model is tested and demonstrate experience operating an economically viable communications network over time. The Respondent's business plan demonstrates long-term sustainability (including, for example, sufficient cash flow to ensure that network equipment can be refreshed and replaced consistent with industry norms). Depending on qualification and experience, the County may choose to negotiate for the inclusion of a performance bond, first-right-of-refusal, buyout option, and/or a net lease agreement of some form.

8. Additional requested responses:
   a. Overview of Respondent's services and statement of core business competencies.
   b. Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into the County, and how such network expansion fits within Respondent's broadband footprint.
   c. Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the proposed Project. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing.
   d. Overview for Respondent's executive team and any individuals who will be directly involved in the proposed Project.
   e. Respondents willingness to have the network remain "open access" of the middle mile Broadband Infrastructure, making it available to multiple service providers, on a non-discriminatory basis, including terrestrial and wireless last mile broadband providers and any other party making a bona fide request for access to the conduit and/ or fiber.
   f. How the Respondent will ensure user protections and the security of its network.
   g. Respondent Pricing Components
      i. The proposed rate structure and speed tiers for the various end users to which service will be available through the Project. Respondents must provide one-time costs, such as customer premise equipment ("CPE") installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.
      ii. How the Respondent will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.
      iii. Network monitoring and customer support/ customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.
      iv. Revenue-share opportunities for the County from the Project are considered secondary to County's priorities. However, it is the County's expectation that the Broadband Infrastructure will generate revenue that can be reinvested locally and provide additional services and/or internet literacy programs. Respondents should include any proposed revenue-share opportunities in sufficient detail for the County to analyze the potential benefit prior to issuing award under the RFP.
      v. If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this Project or others in the future).
      vi. If applicable, Respondent should provide examples of any customer affordability programs the Respondent has instituted and/or managed in other communities and describe the potential for such similar programs in its proposal to the County.
   h. The County seeks to own the middle mile network, but is willing to negotiate other proposed options, and partner with the Awardee for the design, construction, financing, operation, and

maintenance of the middle mile network, as well as last-mile expansion. Partnership can take many forms. Please detail how the Respondent proposes to work with the County on the middle mile and last-mile deployment contemplated herein and the purported benefits of such arrangement for each party.

i. How the Respondent will market the Broadband Infrastructure to users in the county, once available and what assistance is expected from the County for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.
j. Confirmation that the Respondent is enrolled in the Affordable Connectivity Program ("ACP") and information regarding any additional low-cost offers that would be made available with Respondent's service.
k. Any additional digital inclusion efforts included in the Respondent's Project.
l. Any additional services that will be made available in the County through the Respondent's proposed Project. This includes, but is not limited to public Wi-Fi, Internet of Things ("IoT") use cases such as smart utility monitoring, and others.

Minority business firms are encouraged to submit Proposals on the Project, and Respondents are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Proposals for the Project.

Also, the RFP Documents incorporate by reference herein all requirements of the Kendall County Procurement Ordinance, as amended. In the event of any conflict between the RFP Documents and the Kendall County Procurement Ordinance, the terms of the Kendall County Procurement Ordinance, as amended, shall control.

C. BASIS OF PROPOSALS:

The members of the CKCC will review all bids. Pursuant to the Kendall County Procurement Ordinance, the County Board shall make the award to the responsible Respondent whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposal. The members of the CKCC may consider the following factors in making its selection and may assign 1 to 5 points for each of the items below: Based on this criteria and the members' evaluation, the top 2 or 3 Proposals will be presented to the County Board. Respondents may be required to present to the County Board in person and virtual presentations are acceptable. The Project will be awarded to the Respondent with the highest rank according to the following matrix:

1. Experience and qualifications of the vendor and personnel assigned to this project
2. Ability to meet financial backing for middle mile
3. Ability to provide last-mile financial plan
4. Ability to meet requirements of grants associated with this build
5. Ability to complete the build requirements listed in this
6. Experience maintaining middle-mile fiber networks
7. Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed
8. Ability to meet and surpass minimum project requirements (100 mbps)
9. References

The specifications described herein are what the County determined are necessary to meet the performance requirements of the County. Respondents desiring to address items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate proposals. However, alternate proposals must be clearly marked as such and deviations from the specifications must be plainly noted. The proposal must

be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the County's sole discretion, and it shall be the County's sole decision whether to accept an alternate or not.

D. IMPORTANT DATES:

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

DATE	EVENT
April 25, 2023	RFP Documents available at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 24, 2023	Questions due to CKCC@kendallcountyil.gov **no later than 12:00 p.m. (CST)**
May 24, 2023	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 31, 2023	Sealed Proposals due no later than 12:00 p.m. (CST). Proposal opening conducted at 2:00 p.m. (CST) at 111 W. Fox Street, Yorkville, Illinois, 60560
June 22, 2023	Proposal review and scoring at CKCC meeting
July 13, 2023	Selected Respondents present at Committee-of-the-Whole
July 18, 2023	County Board potentially approves contract of selected vendor

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

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

F. ADDENDUM:

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

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

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

G. QUESTIONS

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

Connect Kendall County Commission
Subject: Broadband RFP Questions
E-mail address: CKCC@kendallcountyil.gov

Questions must be received by the County at the above-referenced email address no later than 12 p.m. (CST) on May 24, 2023.

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

SECTION 2: SUBMITTAL OF PROPOSALS

A. Submittal of Sealed Proposal

Respondents are required to submit Proposals electronically in .PDF format via email to: CKCC@kendallcountyil.gov. The subject of a Respondent's's email should read "Proposal for Broadband RFP".

All Proposals must be received by the above-referenced email address no later than 12 p.m. (CST) on May 31, 2023 (hereinafter referred to as the "Due Date"). Proposals received after the Due Date will not be considered.

B. Modification or Withdrawal of Proposals:

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

C. Opening of Sealed Proposals:

The sealed Proposals timely received by the County shall be opened and publicly read on **May 31, 2023 at 2 p.m. at 111 W. Fox Street, Yorkville, Illinois 60560.** Each sealed Proposal received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Respondent. The results shall be recorded and forwarded with all RFP Documents to the appropriate County official. Respondent attendance is NOT required at the opening of sealed Proposals.

SECTION 3: INSTRUCTIONS TO RESPONDENTS

A. **<u>What Information Must Be Included In The Proposals</u>:** All Proposals must comply with the following requirements:

1. The Respondent must complete and include all of the following documents with their Proposal:
    - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFP as Exhibit A)
    - Completed Proposal Forms (the Proposal Forms are attached to the RFP as Exhibit B)
    - All other requirements included in the RFP Documents

2. All sealed Proposals must be comprehensive and complete for the services requested in the RFP Documents. All Proposals shall provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP Documents and the services requested therein. Emphasis should be on completeness and clarity of content.

3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Respondent shall be specified in the completed Proposal Forms. Any reduction or donation provided by a Respondent to the County shall not relieve Respondent of their obligations to comply with existing local, state of federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq*.). The County shall only consider any reduction or donation in determining the lowest responsible Respondent to the extent that the reduction or donation effects the stipulated sum Proposal by a Respondent.

4. The "Terms and Conditions" set forth in the RFP Documents will apply to the contract between the County and the successful Respondent. By submitting a Proposal, a Respondent agrees to the Terms and Conditions. Any Proposal that conflicts with the Terms and Conditions may be deemed an unresponsive Proposal.

5. All sealed Proposals shall be submitted on forms included in these RFP Documents unless otherwise specified.

6. All information requested on Proposal forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.

7. The County will not be responsible for any expenses incurred by the Respondent in preparing and submitting Proposals.

8. The Respondent must sign their Proposal in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Respondent. The name of each person signing should be typed or printed below the signature.

9. The individual signing the document for the Respondent shall initial all erasures and/or corrections in their sealed Proposal.

10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Respondents must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Respondents shall be prepared to furnish evidence of the foregoing upon request.

12. The Respondent acknowledges that all materials submitted with the Proposal become the property of the County and, as such, may be available to the public pursuant to applicable law.

13. The Respondent is expected to comply with the true intent of this RFP and the RFP Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP and RFP Documents. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondent in the process of putting the Proposal together.

B. Modification or Interpretation of RFP Documents:

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

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

C. Award of Bid:

It is the intent of the County to award the Proposal to the most qualified and responsible Respondent who has met all specifications, terms, and conditions of this RFP and all other RFP Documents. The County reserves the right to issue its award subject to the criteria referenced in Section 1, Subsection C. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the County, and delivery and discount terms will be taken into consideration in making the award(s).

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

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

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

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

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

D. Execution of Contract:

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

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

SECTION 4: TERMS AND CONDITIONS

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

By submitting a Proposal, Respondents represent that:

1. Respondent has read and understands the RFP Documents;
2. Respondent understands how the Project relates to other renovations being completed by the County at the Project site, which may be concurrently Proposal, or presently under construction at the Project site;
3. The Proposal complies with the RFP Documents;
4. Respondent has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Respondent's observations with the requirements of the RFP Documents and the Respondent's Proposal; and
5. The Proposal is based upon the materials, equipment, and systems required by the RFP Documents, as may be amended by written addendum, without exception.

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

1. These Terms and Conditions, along with the RFP, the RFP Documents, and the Respondent's Proposal, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFP, the remaining portions of the RFP Documents, and the Respondent's Proposal.

2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County within a reasonable amount of time as contemplated and agreed to by the parties or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.

3. Pursuant to, and as set forth in this Agreement, Respondent will provide the County the following services:

   See "Scope of Work" in Section 1, Subsection B above.

4. As consideration for the services to be performed by Respondent pursuant to the terms and conditions set forth in this Agreement, the County agrees to partner with Respondent for the purposes of this Project with the aim of mutual benefit to both parties.

   All potential payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq*.).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Respondent, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a

written change order that is first executed by both the County and the Respondent. The County will not pay for verbal change orders. Respondent must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Furthermore, Respondent understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be repropose in same manner as the original contract. *See* 50 ILCS 525/5. Respondent also understands and agrees that any change orders of more than $10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.

6. Respondent is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Respondent understands and agrees that Respondent is solely responsible for paying all wages, benefits and any other compensation due and owing to Respondent's officers, employees, and agents for the performance of services set forth in the Agreement. Respondent further understands and agrees that Respondent is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Respondent's officers, employees and/or agents who perform services as set forth in the Agreement. Respondent also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents. Respondent hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Respondent, its officers, employees and/or agents may sustain while performing services under the Agreement. Respondent shall exercise general and overall control of its officers and employees.

7. Respondent shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Respondent of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Respondent in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Respondent's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

8. Respondent will obtain and continue in force, where applicable, during the term of this Agreement, all insurance as set forth below:

   a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.

b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $2,000,000.

ii. Umbrella/Excess Liability: Limits of liability equal to or greater than $5,000,000 per occurrence and $5,000,000 in aggregate.

iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Respondent has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)

v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Respondent's profession, with limit no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

c. If Respondent maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

d. For any claims related to this Agreement, the Respondent's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Respondent's insurance and shall not contribute with it.

e. Respondent hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Respondent may acquire against Releasees by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.

f. Self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or

be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.

h. Respondent shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Subcontractors: Respondent shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Respondent shall ensure that the County is an additional insured on insurance required from subcontractors.

j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.

11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Respondent at least thirty (30) days prior to the effective date of

termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.

12. Respondent agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

13. When applicable, Respondent shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq*., 820 ILCS 220/0.01 *et seq*. and 820 ILCS 225/0.1 *et seq*.

14. Respondent, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Also, Respondent and Respondent's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

15. All services to be undertaken by Respondent shall be carried out by competent and properly trained personnel of Respondent to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

16. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

19. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, Kendall County Administrator, 111 W Fox Street, Yorkville, Illinois, 60560, 630-553-

4171, or fax 630-553-4214,with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.
And, in the case of Respondent, to:

_____

_____

20. Respondent certifies that Respondent, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Respondent further certifies by signing the Agreement, the Respondent, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq*.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Respondent affirms that Respondent has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Respondent's company been so convicted nor made such an admission.

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

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

23. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Respondent agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

    1. Is the Respondent and/or any of the Respondent's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.

    2. If the answer to Question (1) is "yes", does the Respondent and/or any of the Respondent's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.

    3. If the Respondent and/or the Respondent's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

24. Respondent and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq*. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq*.

25. Respondent agrees to comply with The Davis Bacon Act — 40 U.S.C. 3141 *et seq*. as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

26. The County and/or Respondent's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

27. Respondent warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.

28. Respondent understands that the County is utilizing funds received pursuant to the American Rescue Plan Act ("ARPA") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq.*, and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.

29. Respondent understands the County will be utilizing funds received from a grant ("Grant") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the County's Grant requirements. Also, Respondent agrees to promptly provide the County, at the County's request, with any documentation and any other information necessary for the County to comply with the County's Grant reporting requirements.

30. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq*.), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

31. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

32. The County and the Respondent each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Respondent hereby affirms that Respondent is legally authorized to transact business in the State of Illinois.

SECTION 5: PROPOSAL FORMS

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) _____

Address: _____ **City, State, Zip:** _____

Proposal Clarification Contact Person: _____ **Telephone:** _____

Email: _____

State of Incorporation: _____ **Entity Type:** _____

Federal Employer Identification Number (FEIN): _____

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

1. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.

2. Respondent acknowledges receipt of any and all Addenda to this RFP.

3. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.

4. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.

_____ _____

Authorized Signature Date

_____ _____

(Printed Name and Title) Email Address

EXHIBIT B - Proposal Form

RESPONDENT'S NAME:

_____

RFP PROJECT NAME: REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

1. PROFESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Respondent's experience with this type of project, and these professional references are attached to this Proposal Form.

2. COMPLIANCE CERTIFICATIONS: By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

A. **COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ (Initials)

B. **COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

_____ (Initials)

C. **CERTIFICATION REGARDING RESPONDENT ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statues.

_____ (Initials)

D. **NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

This Proposal Form and all attachments are respectfully submitted this _____ day of _____, 2023.

Respondent's Name: _____
Mailing Address: _____
Telephone Number: _____ Facsimile Number: _____
Email Address: _____ Website: _____

Type of Business Organization: (*Check the box that applies*)

- ☐ Sole Proprietor
- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Other: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Attested by: _____ Title: _____

NON-COLLUSION AFFIDAVIT
(Complete and Submit with Proposal Form)

STATE OF _____)
) ss
COUNTY OF _____)

_____, being duly sworn, says that he/she is
_____ of _____
(sole owner, member of firm, corporate official) (individual, firm or corporate name)
which has by the enactment of this document affirmed that he/she, in the preparation of the Proposal estimates, has not entered into any verbal and/or written agreement with any of the other Respondents or their agents for the specific purpose of fixing Proposal estimates to benefit him/herself or the firm he/she represents.

The undersigned Respondent further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Respondent made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Respondent committed bribery or attempted bribery on behalf of the Respondent and pursuant to the direction or authorization of a responsible official of the Respondent.

The undersigned Respondent further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name: _____

Title: _____

Signature: _____

Subscribed and sworn to me this _____ day of _____, 2023.

_____
Notary Public
(seal)

Respondent's Professional References

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

Reference #1:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

Reference #2:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

Reference #3:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

Pivot-Tech

ciena

Kendall County, Illinois
Providing Fiber to the Home and Internet Services

RFP

Due Date June 13, 2023

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) Pivot-Tech Development, Inc.

Address: 6674 E118th Ct **City, State, Zip:** Denver, Colorado 80233
Proposal Clarification Contact Person: Jim Cannon **Telephone:** (202) 276-2305

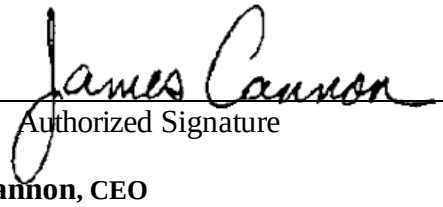
Email: jim@pivot-tech.io

State of Incorporation: Delaware **Entity Type:** Corporation

Federal Employer Identification Number (FEIN): 92-2687418

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

1. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.
2. Respondent acknowledges receipt of any and all Addenda to this RFP.
3. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.



Authorized Signature

June 14, 2023

Date

James Cannon, CEO
(Printed Name and Title)

Email Address: jim@pivot-tech.io

REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois

SUMMARY

Kendall County, Illinois seeks a public or private partner to build, finance, operate, and manage (BFOM) an affordable, reliable, and scalable all fiber optic middle mile network to support next-generation, high-speed broadband internet to businesses, residences, and other entities.

Connect Kendall County Commission

Special Committee of the Kendall County Board

Kendall County, Illinois
Kendall County Board

REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois is seeking a Public-Private partnership to build, finance, and maintain a middle-mile fiber network. The design will be based on our Fiber Network needs assessment.

April 25, 2023

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

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

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

"CKCC" means Connect Kendall County Commission, a separate voting body from the County Board.

"Partner," except as noted in Section 4, Paragraph 6, means an individual or entity engaged in business with the County for the mutual benefit of both parties in this Project and does not denote or imply, on its own, a legal relationship between them.

"Partnership" means a relationship consistent with the term "Partner" above.

"Project" means the Scope of Work described in the RFP Documents.

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

"Project site" means the location where the Project will be performed, which is the following location: Kendall County, Illinois

"Procurement Ordinance" refers to the Kendall County Procurement Ordinance, as amended from time to time.

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

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

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

B. SCOPE OF WORK:

The County, by and through its Connect Kendall County Commission, seeks a qualified internet service provider to manage a broadband and last-mile network within the county who will provide the following scope of services in accordance with the requirements set forth in this RFP and the RFP Documents:

1. The Respondent will manage the middle-mile broadband network of rings on behalf of the County.
   Response: Comply.

2. The Respondent will be a financial partner.
   Response: Comply.

3. The Project is being financed, in part, with grant funds. By submitting a response to this RFP, the Respondent must agree to comply with all applicable requirements set forth in the terms and conditions of the Grant.
    a. Partnership Considerations: Using our Broadband Plan
    b. (https://www.kendallcountyil.gov/transparency) as a guide, the County is looking to undertake a public-private partnership to build the middle mile with the partner providing the last mile service.
        i. Note: the rural rings, identified in yellow in the interactive map, (https://www.kendallcountyil.gov/transparency/broadband-assessment), are top-priority and expected to be built first.
    c. The County can assist, and is willing to make available the following items:
        i. Access to existing fiber only ducts and excess available fiber
        ii. Access to County-owned facilities
        iii. Assist with access to identified anchor institutions-owned facilities
        iv. Ability to expedite permitting
        v. Depending on need, certain county property and structures can be made available for the housing of materials, parking, and/or offices

Response: Comply.

4. Scope of Services:
    a. Design and build a high-speed network that will reach all residential addresses in the County. This includes single family homes, multi-unit dwellings, apartments, townhomes, farms, etc.

Response: Our Development company, Pivot-Tech Development, provides a consultative methodology to work with the County to define the need and then design the network that will accommodate that need…and then the business models to sustain the network long term.

We will include members of Ciena, Aecon, Mobia and Alma Global Infrastructure in these workshops to bring a full range of ideas from design to construction and operations.

The team will have varying degrees of availability, but we will always have a representative easily available to the County.

Aecon provides construction services across North America with over 70 years of experience delivering telecommunications infrastructure, ramping, and executing multiple strategic overlay programs (FTTx), territory general contracts, emergency, and maintenance contracts working in urban, rural, and remote areas. As Canada's largest full-service telecommunications contractor, Aecon brings **over 5,000 pieces of equipment and 1,300 highly skilled telecommunications constructors.**

OVER 70 YRS. OF TELECOMMUNICATIONS EXPERIENCE

Aecon has self-performed all phases of middle-mile and last-mile construction and understands the importance of how initial planning decisions early in the project and agreements made with cities and utilities drives schedule and constructability benefits of costs into the critical path. More than 70 years working in the telecommunications industry along with similar experience with other utilities give the SA Connects team a distinct advantage in understanding the concerns of private industry providers when negotiating design and construction considerations around their facilities while implementing our solution. Aecon takes pride in innovative approaches to projects including different labor strategies in tight

markets, pushing the boundaries on construction technology and processes, as well as leveraging our ability to develop partnerships. We have vast experience working in various contract models and are comfortable working with a variety of owners. Aecon provides ongoing maintenance for the networks we construct.

1,000,000+ Homes Connected to Broadband since 2015 Aecon has delivered all phases of middle-mile and last-mile broadband installation, including design, permitting, locating, aerial and buried construction, make ready, cable placing, splicing, customer acquisition, drop placement, MDU inside wire, and in-home installation. The firm has delivered this in more than 20 cities and communities.

Alma Global Infrastructure LLC (AGI) is our private equity partner. AGI is an independent infrastructure investment manager who, partnering with infrastructure developers (industrial operators, construction companies and power developers), structures, establishes and co-manages private investment platforms for the most suitable long-term oriented institutional investors to support developers' renewable energy, transportation, social and digital infrastructure project pipeline across OECD countries. AGI is an exempt reporting advisor with the US Securities & Exchange Commission with US$70M AUM as of December 31, 2022.

We are prepared to raise $120M of capital needed for Kendall County (more if required). We will raise funds from long term investors such as pension funds, and life-insurance companies pursuing mid-market infrastructure investments in the United States. These institutional funds have a track record in investing in similar projects, and accordingly do so because we can guarantee them a predictable rate of return on their investment. The guarantee is covered through long term contracts with creditworthy entities which we refer to as "Anchor Tenants" and/or a "P3" relationship with the county itself, and the revenue produced by the project.

At this point, **Ciena's** design utilizes seven hub sites aggregating back to a core location via 400Gbps MPLS links. MPLS was chosen for its inherent redundancy, resiliency and provisioning capabilities. Each hub site is configured to provide services for up to 8000 FTTH subscribers. The core location aggregates the bandwidth and adds border network gateway functionality and management to tie in to the billing and operational support systems. FTTH subscribers are connected using 10 Gig symmetrical XGSPON with a split ratio of 32 residences to 1 OLT port.

Ciena provides the systems necessary to run an ISP after the fiber is built, and Pivot-Tech will operate the NOC that covers three tiers: residential, Active E (Enterprise) and Cellular.

Ciena has always been a pioneer in the networking industry. Coupled with innovation, our growth and success have been built on our ability to partner with customers—delivering the next-generation solutions they require to build and evolve their networks.

Only Ciena has the expertise in hardware, services, and software—nearly 30 years of experience in building and transforming networks—as well as the culture of collaboration and partnership required to help customers transform. We do this by adapting and connecting hardware, services, and software in an open environment to ensure networks are securely `fit for flexibility' today and into the future.

MOBIA was founded in 1985 and has become a leading contractor to telecom companies as a **system integrator**. With our entry to the U.S., MOBIA has partnered with key U.S. companies to bring end to end solutions to market in a creative way, transforming the art of the possible into the art of the practical.

MOBIA is experienced in working with service providers, healthcare providers and private and public enterprises through their technology transformations. With an experienced executive team and approximately 500+ professionals deployed across North America, MOBIA delivers hardware, software and professional services with a twist — a 360° approach that lets us see the challenges from your side and deliver ahead-of-the-curve solutions that get results. That's the MOBIA difference.

MOBIA consists of 6 business units that work collaboratively to deliver outcome-based technology solutions. Whether you are launching a new product or service, or modernizing an existing one, MOBIA focuses first on the business objectives of our customers and works to operationalize new technologies and processes that drive business agility and efficiency.

MOBIA's six business units of expertise are: Broadband and Wireless Services, Infrastructure Solutions, Managed Services, Cybersecurity and Digital Transformation Services and a very different approach for the U.S. At the core of MOBIA's business is a team of project managers, business and technical analysts, and technology experts with extensive experience in all aspects of delivering projects on time and within budget.

b. Provide a minimum symmetrical 100Mbps service tier and support service tiers of symmetrical 100Mbps and up to all customers.
Response: Comply. XGSPON using forward error correction provides for 8.7Gbps of bandwidth. 32 subscribers x 100Mbps/subscriber = 3.2Gbps leaving 5.52.Gbps bandwidth for growth and functionality without oversubscription, however, oversubscription is typical and should be expected within a network.

c. Provide a detailed proposal of all service tiers that are intended, service terms, and anticipated service costs which include all potential costs to the customers.
Response: We anticipate taking a market-driven approach to service tier pricing to ensure the symmetrical 100 Mbps tier is affordable and attractive to all customers. We do not anticipate the need for lower speed tiering of the network but can implement it if required. We will monitor traffic usage on a per-customer basis and implement additional charges for excessive monthly usage, for example above 1 Terabyte per month.

However, we would anticipate detailed service tier definition is something that would be refined in collaboration with Kendall County as part of the network design as costs are better understood.

Ciena offers a broad suite of value-added services that help to build, operate and improve networks. We believe that our service offerings and a close collaboration with the County, provide us with valuable insight into the network and business challenges, allowing us to provide services to meet the desired business outcomes. We have broadened our services portfolio to include additional advanced services, including network migration and transformation, optimization, and multi-vendor service capabilities. Through these transformation initiatives, we believe that we can improve the cost model of our services offerings and drive greater business

value for the County.
Our global services portfolio includes a range of offerings to meet customer needs and maximize their network infrastructure investment throughout the network lifecycle. These include:

- Build. Consulting and network design services to enhance network performance or migrate to next-generation infrastructures, implementation services to facilitate proper planning and design, installation and deployment services, and systems integration services to integrate third-party solutions;

- Operate. Maintenance services that provide end-to-end support for network hardware and software, and managed services to provide management of network infrastructure operations; and;

- Improve. Optimization services designed to ensure that networks are running at peak performance, and training services designed to enable customers to better understand and operate their networks.

These services are delivered using a combination of our internal services resources, technical support engineers, and qualified and authorized third-party service partners.

d. Provide customer service standards including such things as phone answering times, repair times, installation times, if there would be a local office, and the location of a phone answering facility.
Response: Comply. Customer service standards will be defined in collaboration with Kendall County to meet or exceed industry standards. More importantly the design of redundancy and automatic failover into the core network design will greatly reduce the frequency and impact of any service degradation in the event of fiber-cuts or equipment failure.

See attached Ciena Hardware Warranty and Repair Service Description for detailed services.

e. Provide a cost of the proposed network. If the County is expected to contribute, Respondent should indicate how the County will be reimbursed for its investment.
Response: Comply. Cost of the Ciena portion of the proposed network is $10.85M or $206.08 per subscriber and can be expanded or contracted as necessary (100% take rate is probably not a realistic expectation, but growth in the county is). Annual services of $428K or $8.13 per subscriber.

An optional estimate has been developed adding in 6 channel OADMs to provide wave division multiplexing with 5 channels available for additional growth. The optional estimate is $11.23M, $213.29 per subscriber with annual services of $441K or $8.38 per subscriber.

From a construction perspective, we will need more information regarding permitting process, micro-trenching, number of aerial miles etc…but **we are not anticipating the county will need to provide CapEx spend for this project**, given the P3 requirement. In general, rural fiber construction averages $2,000 - $2,500 per home passed and urban builds average $800 - $1,500 per home passed …all inclusive.

f. Provide complete and detailed responses to the Technical Proposal.

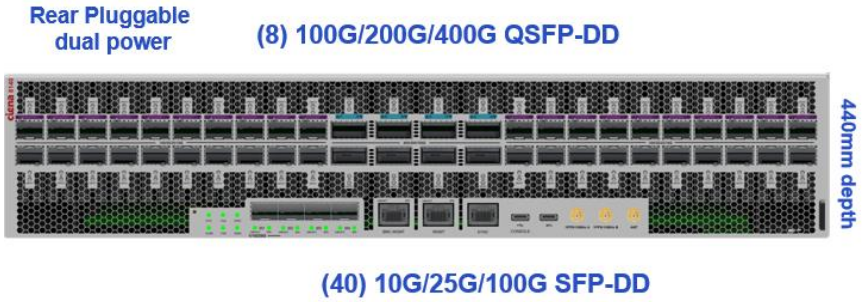
Response: As with any successful project, it all starts with planning, and we would again recommend a set of workshop sessions which can bring the needs and desires of the County into focus.

A more detailed project schedule will be provided as the project discussions start and shall provide the project implementation schedule including timelines for the different deployment activities of the complete project. This shall be provided upon award on clear understanding of the project deliverables. Any changes in the project timelines will be mutually agreed between the parties at any stage and shall also reflect the new version of the implementation schedule. The activities that are displayed can be achieved concurrently depending on requirements of the project, which would have an impact on the overall timeline.

5. Technical Proposal:
   a. Describe the technical components of the network, providing detail regarding the key design decisions to support 100Mbps for all customers.

Response: Comply. The network consists of MPLS enabled redundant switches at the Core and Hub locations.

At the Core location, the Ciena 8140 has been chosen.

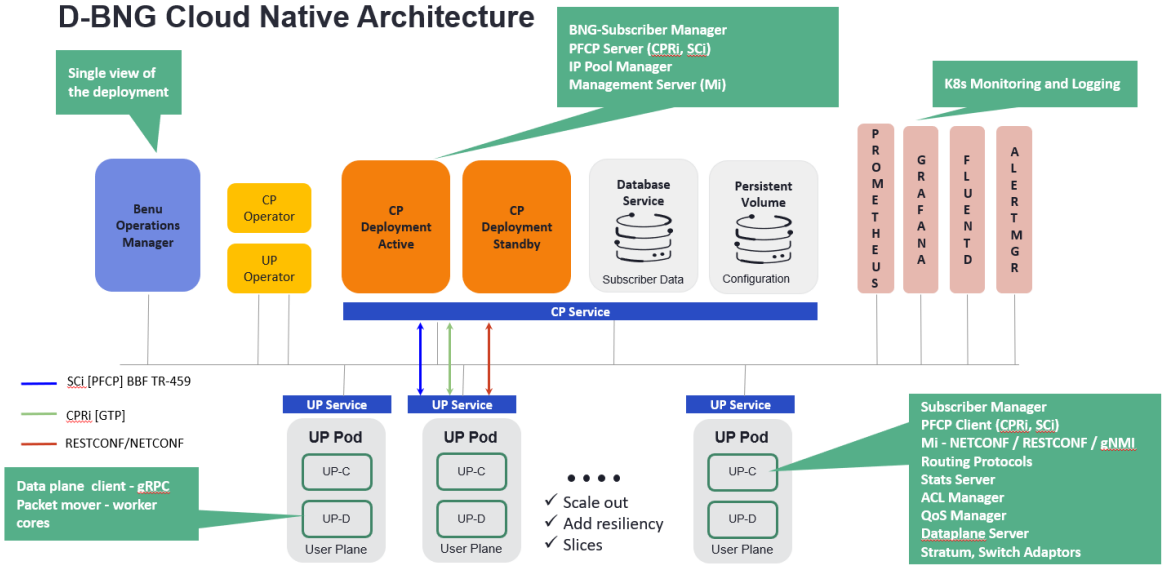


Seven of the eight 400G QSFP-DD ports shall interface to the remote Hub locations, the eighth is available as data bandwidth surpasses several hundred Gb to provide 800Gb (400Gb per 8140) of data services. Four of the 100g ports shall be link aggregated for a data interconnection between the chassis.

Data connectivity can be incremented starting at 10G or 25G but is expected to be at 100G per increment.

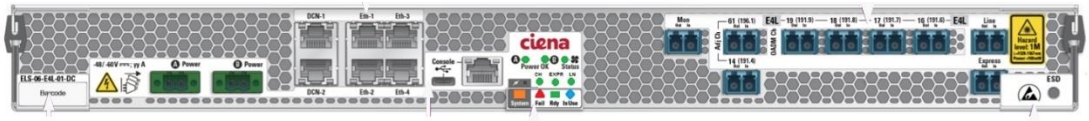
The remaining 10/25/100G ports are available for ancillary interconnections (in band management, wireless, servers etc.).

The Ciena virtual BNG is also added in for subscriber management services. The BNG has been spec'd in for four redundant user plane servers and two redundant control plane servers (servers are not included, control plane servers with 60G ~5.5k ea). Software licenses sized for 5Mb per subscriber simultaneously (56k subs), 30% CGN bandwidth – initial bandwidth requires 100G user plane servers (~6k ea) but hardware should be scaled based on longer term requirements, allowing license addition to scale as network grows.



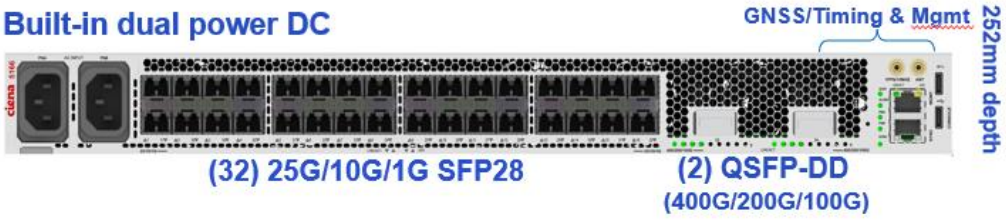
Ciena equipment management, control and provisioning is included via redundant MCP, servers not included.

Optionally at the Core and Hub locations, DWDM equipment can be added to multiply the fiber capacity as mentioned in 5e. Higher channel count options are also available however for this network the Ciena ELS 6 channel OADM has been chosen.



The ELS 6 channel OADM is 1RU and two would be required at the core facing each Hub. Likewise, two would be required at each Hub facing the Core. The first channel would be used for the initial 400G wavelength with five additional channels available for coherent optical growth – wholesale or network augmentation.

At the Hub location, the Ciena 5166 has been chosen.



Redundant 400G QSFP-DD ports shall interconnect both the Hub to Core and Hub to Hub switches. Each Hub has been designed with eight 5166s in mind requiring 8 RU of space. Each Hub is capable of providing services to over 8000 subscribers and is initially equipped to support 7488 subscribers. The 1/10/25G ports can be configured to support XGSPON and direct Ethernet services today. There are 21 additional ports available at each hub site. Ciena is building a 25G synchronous PON (25GSPON) that will also plug in to these ports providing additional future proofing. Redundant/Resilient connectivity to anchor

sites and wireless sites is expected from separate ports on two 5166s.

At the residence, the Ciena 3801 has been chosen to meet the requirements, however, there are additional ONTs providing additional bandwidth and functionality.



The 3801 provides XGSPON termination to Ethernet at the residence and is capable of speeds from 10Mbps to 2.5Gbps meeting the 100Mbps requirement and exceeding it.

i. Describe the capacity of the back haul connection and plans for growth
Response: Comply. The network is designed to be capable of fully non-blocking connectivity from the end customer at 100Mbps (assumption of 56000 subscribers which includes ~ 6% growth over existing subscribers, or 8000 subscribers per HUB) through the PON network, through the 5166 – 8140 MPLS network to the back haul connection. The back haul connection can be incremented using the 10/25/100G/400G ports on the 8140 and can grow as necessary. As bandwidth at the HUB grows toward saturation, additional optical connections to the CORE can be added to split the HUB in two providing 1.6Tb of bandwidth. This would require 2 additional fibers to the HUB per diverse direction or use one additional wavelength on each ELS system. This growth scenario can continue up to saturation of the ELS system (6 channels) and beyond on additional fibers. At the core, an additional 8140 pair would be added to interconnect with the HUB growth. The BNG also is capable of growth as bandwidth increases and as mentioned previously the hardware (server) can be sized accordingly and/or scaled with additional servers.

b. Affirm that the network will strive to serve a majority of the unserved/underserved residential properties in the County
Response: We affirm that the network will do so.

c. Provide a reasonable explanation of the intended construction methods and materials, deployment plan, and construction restoration plan. It is expected that during the project and at the conclusion of construction, County residents and property owners will see minimal indication of the network construction.
Response: Construction methods and materials will use the latest, industry-leading methods (such as directional drilling) micro trenching, aerial and materials designed for both speed of construction and extended service life-times.

d. Describe the resources that will be provided following the construction phase to support the installation, maintenance of the network, and customer support
Response: We propose that a Network Operations Center (NOC) would be included in the network design and build. The NOC will be designed to full provision all the network elements using a Software Defined Network (SDN) model. In addition, the NOC will support 24/7/365

monitoring of network elements and fiber paths using industry standard network monitoring protocols.

e. Describe in detail the expectations of the partnership, listing opportunities to leverage existing County infrastructure, wholesale bandwidth requirements, and additional resource needs.
Response: As we are not currently aware of existing network elements or capabilities, we would request and or seek to perform an audit. With the audit complete, we would, wherever possible leverage or upgrade existing network / infrastructure to simplify deployment and reduce costs.

f. Willingness to have both fiber-to-the-home and wireless connectivity
Response: Comply. Core equipment and Hub equipment is configured to provide synchronous functionality to allow for high speed wireless services. Interconnections from the Core or Hub equipment to the wireless handoff/tower can be redundant to separate systems to ensure resiliency. Both links can be used to provide bandwidth. Core sites have 10G/25G/100G connection capability. Hub sites as configured have 10G/25G connection capability. An estimated cost for hub site 25G redundant optics and tower site 25G redundant optics with a Ciena 3984 running MPLS is $9.7k. This same equipment could be used to provide advanced services to the Anchor Institutions.

g. Provide proposed network up-time; plans to ensure maximum up-time
Response: Comply. Core equipment is configured in a redundant manner. This includes geo-redundancy capable management systems and vBNG functionality across four user plane and two control plane servers. Hub sites have redundant links and diversely routed links to the core. As is typical, the OLTs and last mile are not redundant.

6. Initial Agreement Terms
   a. To better understand the potential terms of an agreement between the Respondent and the County, and if those terms will be suitable for both parties to begin entering into a negotiated agreement, the following items should be included in the response:
      i. Provide an explanation of, and the data to demonstrate, the financial capacity and capability to undertake this project. Among other documents, audited financial statements, bank statements, or SEC (Securities and Exchange Commission) filings may be provided.
      Response: Ciena's website is www.ciena.com. We routinely post reports, customer press releases, news and announcements, financial results and other important information about our business.

Alma Global Form ADV



ALMA GLOBAL INFRASTRUCTURE LLC - Form ADV Amendment As Filed 3-17-22_(16767258).PDF

Aecon has delivered 900,000 plus homes past for FTTH Broadband Services for Bell Canada nationally. AECON is also a primary supplier to TELUS nationally in Canada. Bell and TELUS are two the three major carriers nationally in Canada.



ii. A detailed example of service terms that outline the commitment to subscribers regarding service level, outage response, pricing adjustments, and service quality.
Response: As the requirement is for that of an "open Network", a great deal of the address level service agreement will be under the purview of the ISP who attends the end customer. From a macro perspective, all devices will be monitored in real-time for conditional operating condition. Our network SLA will encompass a response time tied to an event severity. The ISPs who lease the network will normally request a strong SLA which they can pass along to their end users. We will work with the ISP tenants to ensure a minimum standard is met at the drop zone.

iii. An example of the terms and conditions the Respondent would present to the County as part of this agreement. Please highlight terms that would be absolute requirements of the potential agreement as well as terms that the Respondent is willing and able to negotiate.
Response: Given the request by the County is for a public, private partnership arrangement, we will insist that the typical terms of a "P3" are adhered to. These terms include a "Build, Operate, Transfer" approach with funding backed by the credit worthiness of the County.

iv. Please provide any potential compensation and service usage proposals.
Response: Given our layered architecture plan there may be revenue share opportunities. We seek to bring useful and desirable extensions to the fiber network where they make sense, including cellular service, private networks, smart city, smart ag, etc. We can certainly "open the books" to engage in a revenue sharing agreement with the county.

b. The County seeks a Respondent that can demonstrate their business model is tested and demonstrate experience operating an economically viable communications network over time. The Respondent's business plan demonstrates long-term sustainability (including, for example, sufficient cash flow to ensure that network equipment can be refreshed and replaced consistent with industry norms). Depending on qualification and experience, the County may choose to negotiate for the inclusion of a performance bond, first-right-of-refusal, buyout option, and/or a net lease agreement of some form.
Response: Pivot-Tech

Pivot-Tech's main role is business development, customer relationship and ongoing program management. We build teams that are durable and provide best of breed solutions. Our partners have decades of successful deployments and operations. Our lead partners are Alma Global and Ciena, and their narrative should provide the flavor of the credentials of our team.

Alma Global is an employee owned infrastructure investment management firm headquartered in New York. AGI's principals US$20+bn track record of committed financing over the last 10 years shows their continued good standing in the investment community. AGI is an exempt reporting advisor with the SEC and assets under management of $70M as of December 31st 2022.

Ciena has always been a pioneer in the networking industry. Coupled with innovation, our growth and success have been built on our ability to partner with customers—delivering the next-generation solutions they require to build and evolve their networks.

Only Ciena has the expertise in hardware, services, and software—nearly 30 years of experience in building and transforming networks—as well as the culture of collaboration and partnership required to help customers transform. We do this by adapting and connecting hardware, services, and software in an open environment to ensure networks are securely `fit for flexibility' today and into the future.

With approximately 8,000 specialists in 35 countries, we support more than 1,600 of the world's most agile networks. Our inspiration to innovate comes directly from the unique dynamics of each customer's business. Ciena engineers have received more than 2,000 patents, representing a diverse range of inventions that underpin our customers' continued success.

Milestones include the first:

- 100G transport SDN testbed adopting OpenFlow and an open source controller
- Coherent 40G, 100G, 400G, and 800G
- OTN control plane on an optical switch
- Carrier Ethernet aggregation switch supporting a virtualized switching architecture
- Intelligent optical core switch
- Packet-optical convergence platform
- Software portfolio purpose-built for service lifecycle automation
- Carrier SDN platform
- Multi-domain orchestrator that integrates data center, NFV, and the WAN

7. Additional requested responses:
   a. Overview of Respondent's services and statement of core business competencies.
   Response: Pivot Tech Development, Inc. is a business development and program management company. As such we bring innovation to the fiber and telco networks. In addition, we assemble a team of end-to-end partners who can expertly bring those innovations to fruition. These partners are some of the industry's leading names an include everything from private equity, construction, hardware, software and operations. Once engaged, Pivot-tech becomes the program manager to ensure all facets tie together for long term sustainability.

   b. Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into the County, and how such network expansion fits within Respondent's broadband footprint.
   Response: In the case of Kendall County, we see the need is for a private equity based model. Our partners are well versed in P3 models and are members of AIAI (Association for the Improvement of American Infrastructure). In addition we have a cadre of international investment platforms who bring long term funds to these projects.

We have a digital divide in the U.S. because some areas are not easily served, or the nearest ISP would have done so by now. Pivot and our partners understand the need for every address in America to have high speed internet access and we have tailored our program to ensure that end.

c. Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the proposed Project. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing.

Response: Pivot-Tech is a newly formed development company, but the bio's below will provide our credentials. In addition, Alma Global has funded infrastructure projects over a $20B+ track record over the past 10 years.

This team all have their own references, Alma, Ciena, Aecon and others are well known in the industry and stand on decades of accomplishments.

d. Overview for Respondent's executive team and any individuals who will be directly involved in the proposed Project.

Response:

Pivot-Tech Team:

James Cannon, CEO
Email: Jim@pivot-tech.io
43 year career in both telecom and cable including building and operating four MVNOs over the period of 2006-2013. Jim designed U.S. cable operator Charter Communications' MVNO system end-to-end, "Spectrum Mobile". Jim is an electrical engineer who understands system design but most importantly business use cases for technology. He is well versed in cable architecture as well as fiber networks in addition to his wireless knowledge. Jim brought together a group of "A Team" companies to respond to RFPs and other opportunities from an end-to-end perspective, he is an industry thought leader and respected speaker.

John Bowles, COO
Email: John@pivot-tech.io
John has a wide range of telecom experience in telecom gained over 30+ years. He assisted regional Bell operating companies to become market driven post divestiture, including Pacific Bell, Ameritech, US West and Southern Bell. John co-founded four MVNOs between 2006-2013 and he designed and developed a cloud based mobile PBX system for ATT Mexico.

Michael Adams, CTO
Email: Michael@pivot-tech.io
Michael has a 30 year career in broadband network development including the National Backbone fiber-optic network for Time Warner Cable's Road Runner ISP (now Charter Spectrum). Michael has a successful track record of VP Engineering roles at Time Warner Cable, Terayon and Ericsson. He is a published author of two cable engineering textbooks: "Open Cable Architecture" Cisco Press, and "Modern Cable Television Technology" Morgan Kaufman Publishing. As an industry leader and Cable TV Pioneer, Michael is an accomplished speaker and evangelist of new technologies.

Ciena Team:

Lloyd Sergent, *Director of Sales Engineering*
Email: lsergent@ciena.com
Lloyd has over 40 years' experience working with Regional Service Provider customers to design and build out networking solutions. Over his 40 years of industry experience at CIENA and Nortel, he has worked with customers to build out some of the most advanced networking solutions deployed across the United States. Currently, Lloyd leads the CIENA Sales Engineers for the Emerging Markets and US Broadband Team's.

Rob Cook, *PE Consultant – Field Systems Engineering*
Email: rcook@ciena.com
Rob has over 25 years' experience working with and for telecommunication service providers. Rob is an engineer on the Ciena Broadband Specialist team focusing on new customer networks in the middle and last mile.

Aaron Lundblade, *Sr. Sales Engineer*
Email: alundbla@ciena.com
Aaron possesses more than eight years of experience in Network Engineering, working alongside service providers on some of the world's most extensive networks. Throughout his five-plus years at Ciena, he has collaborated with clients to develop and implement some of the largest Ciena networking solutions ever deployed by Service Providers. In his current role, Aaron serves as a specialist for the Broadband team, showcasing his expertise and commitment to excellence in the field.

Josh DeLancey, *Sr. Account Executive*
Email: jdelance@ciena.com
Josh has been with Ciena for 5 years. During his tenure, he has successfully managed several state and local government accounts with a strong focus on broadband engagements over the past two years. Now part of the Broadband Specialist team, he is the primary contact for all Ciena matters for Kendall County, Illinois.

e. Respondents willingness to have the network remain "open access" of the middle mile Broadband Infrastructure, making it available to multiple service providers, on a non-discriminatory basis, including terrestrial and wireless last mile broadband providers and any other party making a bona fide request for access to the conduit and/ or fiber.
Response: We will comply with this requirement.

f. How the Respondent will ensure user protections and the security of its network.
Response: Ciena's Manage, Control and Plan (MCP) domain controller provides intelligent, data-driven, software-defined programmability to lifecycle network operations across multi-layer Ciena-based encrypted infrastructure.

g. Respondent Pricing Components
    i. The proposed rate structure and speed tiers for the various end users to which service will be available through the Project. Respondents must provide one-time costs, such as customer premise equipment ("CPE") installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.

Response: With an "Open Network" requirement, this group can only provide access to the drop. From the drop connection to the home is an ISP tenant responsibility. Pivot-Tech will ensure that each ISP has the speed and pricing plans to offer competitive services, not just among the various tenants but also competitors outside of the network we build. We target a FttH retail cost between $50-$75 per month.

ii. How the Respondent will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.
Response: All network tenants will be given 90 days warning before a rate change is made to their wholesale terms. We anticipate a "board" comprised of county and tenant representatives as well as Pivot-Tech operating members who will decide on the rate levels and terms.

iii. Network monitoring and customer support/ customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.
Response: Network monitoring will be done at the NOC level and we anticipate utilizing Blue Planet software for real time conditional intelligence. Customer service will have a tiered approach. Tier 1 is direct contact with end users; this may be provided by the tenant ISP or contracted to Pivot-Tech. Tier 2 is for drop zone issues and Tier 3 is for parent network issues that can only be addressed by the team within this response. Pivot-Tech will manage the Tier level supports. Network redundancy is built into the enterprise architecture of Active E and we are suggesting wireless loop 4G/5G back up for residential. Network upgrades will tend to be speed or capacity related and be handled at the Central Office, these usually include a network card upgrade.

iv. Revenue-share opportunities for the County from the Project are considered secondary to County's priorities. However, it is the County's expectation that the Broadband Infrastructure will generate revenue that can be reinvested locally and provide additional services and/or internet literacy programs. Respondents should include any proposed revenue-share opportunities in sufficient detail for the County to analyze the potential benefit prior to issuing award under the RFP.
Response: Our architecture is designed to enhance sustainability. As such we look at "overlay" opportunities for the fiber build which will add revenue and provide for great traffic over the fiber network. These "overlays" are: Cellular service via small cell radios, private networks for hospitals, campuses and municipal customers, smart city project and smart agriculture opportunities. We are certainly willing to negotiate a revenue split with the county for customer acquisition and relationship management. We are particularly interested in educational recipients of rev share funds. In addition, we are predisposed to hire local O&M staffing.

v. If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this Project or others in the future).
Response: Our partner "Widelity" (https://widelity.com/funding/) is an excellent source of assistance in grant research and grant application processes. We will certainly make introductions to Widelity. Obtaining government funding is a complex process and can be a burden on your administrative staff. By providing Compliance and Consulting Funding Services, Widelity can ease that burden and improve results. Use our support to write and submit your application, complete any reporting and documentation requirements, and

ensure compliance with all guidelines.

vi. If applicable, Respondent should provide examples of any customer affordability programs the Respondent has instituted and/or managed in other communities and describe the potential for such similar programs in its proposal to the County.
Response: There are several federal programs which subsidize the end user subscription and we will work with the tenant ISPs to ensure that these programs are available to their end users, such as ACP cited below.

h. The County seeks to own the middle mile network, but is willing to negotiate other proposed options, and partner with the Awardee for the design, construction, financing, operation, and maintenance of the middle mile network, as well as last-mile expansion. Partnership can take many forms. Please detail how the Respondent proposes to work with the County on the middle mile and last-mile deployment contemplated herein and the purported benefits of such arrangement for each party.
Response: We are proposing a Public Private Partnership. This necessitates a "Build, Operate, Transfer model. As the county will want to lessen their liability in payment guarantees, we will propose a layered architecture. By layered we mean that there are several revenue producing profit centers that will bring traffic to the fiber network, not simply the revenue from the expected uptake at the addresses provided via GIS. These services include: small cell telecom system to improve customer experience, private networks for enterprise locations, smart city and smart Ag deployments. All of these services add revenue to the system while reducing the liability of the county. In addition, the eco-system provides for long term sustainability of the network.

i. How the Respondent will market the Broadband Infrastructure to users in the county, once available and what assistance is expected from the County for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.
Response: The marketing department at Ciena is prepared to provide introductory and long term marketing materials for the area of the build. We will not rely upon the county for materials, but we will express a partnership with the county in the offering.

j. Confirmation that the Respondent is enrolled in the Affordable Connectivity Program ("ACP") and information regarding any additional low-cost offers that would be made available with Respondent's service.
Response: Yes

k. Any additional digital inclusion efforts included in the Respondent's Project.
Response: Uptake is often dependent upon the availability of customer computers and other equipment. We will make available through our partners a low cost computer/laptop/phone program that includes trade in allowances and financing. We would also welcome the chance to work with libraries and schools for training classes on computer use.

l. Any additional services that will be made available in the County through the Respondent's proposed Project. This includes, but is not limited to public Wi-Fi, Internet of Things ("IoT") use cases such as smart utility monitoring, and others.
Response: As stated in section "h." above, our layered services offering will enhance customer experiences across a wide spectrum of expectations. Public WiFi will be present in parks and specified areas, and "Smart" systems and cellular service are high on our priority list for the

reasons cited in “h.”.

Minority business firms are encouraged to submit Proposals on the Project, and Respondents are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Proposals for the Project.

Also, the RFP Documents incorporate by reference herein all requirements of the Kendall County Procurement Ordinance, as amended. In the event of any conflict between the RFP Documents and the Kendall County Procurement Ordinance, the terms of the Kendall County Procurement Ordinance, as amended, shall control.
Response: Read and Understood.

C. BASIS OF PROPOSALS:

The members of the CKCC will review all bids. Pursuant to the Kendall County Procurement Ordinance, the County Board shall make the award to the responsible Respondent whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposal. The members of the CKCC may consider the following factors in making its selection and may assign 1 to 5 points for each of the items below: Based on this criteria and the members’ evaluation, the top 2 or 3 Proposals will be presented to the County Board. Respondents may be required to present to the County Board in person and virtual presentations are acceptable. The Project will be awarded to the Respondent with the highest rank according to the following matrix:

1. Experience and qualifications of the vendor and personnel assigned to this project
2. Ability to meet financial backing for middle mile
3. Ability to provide last-mile financial plan
4. Ability to meet requirements of grants associated with this build
5. Ability to complete the build requirements listed in this
6. Experience maintaining middle-mile fiber networks
7. Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed
8. Ability to meet and surpass minimum project requirements (100 mbps)
9. References

Response: Read and Understood.

The specifications described herein are what the County determined are necessary to meet the performance requirements of the County. Respondents desiring to address items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate proposals. However, alternate proposals must be clearly marked as such and deviations from the specifications must be plainly noted. The proposal must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the County’s sole discretion, and it shall be the County's sole decision whether to accept an alternate or not.
Response: Read and Understood.

D. IMPORTANT DATES:

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

DATE	EVENT
April 25, 2023	RFP Documents available at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 24, 2023	Questions due to CKCC@kendallcountyil.gov **no later than 12:00 p.m. (CST)**
May 24, 2023	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 31, 2023	Sealed Proposals due no later than 12:00 p.m. (CST). Proposal opening conducted at 2:00 p.m. (CST) at 111 W. Fox Street, Yorkville, Illinois, 60560
June 22, 2023	Proposal review and scoring at CKCC meeting
July 13, 2023	Selected Respondents present at Committee-of-the-Whole
July 18, 2023	County Board potentially approves contract of selected vendor

Response: Read and Understood.

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

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

Response: Read and Understood.

F. ADDENDUM:

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

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

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

Response: Read and Understood.

G. QUESTIONS

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

Connect Kendall County Commission
Subject: Broadband RFP Questions
E-mail address: CKCC@kendallcountyil.gov

Questions must be received by the County at the above-referenced email address no later than 12 p.m. (CST) on May 24, 2023.

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

Response: Read and Understood.

SECTION 2: SUBMITTAL OF PROPOSALS

A. Submittal of Sealed Proposal

Respondents are required to submit Proposals electronically in .PDF format via email to: CKCC@kendallcountyil.gov. The subject of a Respondent's's email should read "Proposal for Broadband RFP".

All Proposals must be received by the above-referenced email address no later than 12 p.m. (CST) on May 31, 2023 (hereinafter referred to as the "Due Date"). Proposals received after the Due Date will not be considered.

Response: Read and Understood.

B. Modification or Withdrawal of Proposals:

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

Response: Read and Understood.

C. Opening of Sealed Proposals:

The sealed Proposals timely received by the County shall be opened and publicly read on **May 31, 2023 at 2 p.m. at 111 W. Fox Street, Yorkville, Illinois 60560.** Each sealed Proposal received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Respondent. The results shall be recorded and forwarded with all RFP Documents to the appropriate County official. Respondent attendance is NOT required at the opening of sealed Proposals.

Response: Read and Understood.

SECTION 3: INSTRUCTIONS TO RESPONDENTS

A. **<u>What Information Must Be Included In The Proposals</u>:** All Proposals must comply with the following requirements:

1. The Respondent must complete and include all of the following documents with their Proposal:
    - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFP as Exhibit A)
    - Completed Proposal Forms (the Proposal Forms are attached to the RFP as Exhibit B)
    - All other requirements included in the RFP Documents

2. All sealed Proposals must be comprehensive and complete for the services requested in the RFP Documents. All Proposals shall provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP Documents and the services requested therein. Emphasis should be on completeness and clarity of content.

3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Respondent shall be specified in the completed Proposal Forms. Any reduction or donation provided by a Respondent to the County shall not relieve Respondent of their obligations to comply with existing local, state of federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq*.). The County shall only consider any reduction or donation in determining the lowest responsible Respondent to the extent that the reduction or donation effects the stipulated sum Proposal by a Respondent.

4. The "Terms and Conditions" set forth in the RFP Documents will apply to the contract between the County and the successful Respondent. By submitting a Proposal, a Respondent agrees to the Terms and Conditions. Any Proposal that conflicts with the Terms and Conditions may be deemed an unresponsive Proposal.

5. All sealed Proposals shall be submitted on forms included in these RFP Documents unless otherwise specified.

6. All information requested on Proposal forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.

7. The County will not be responsible for any expenses incurred by the Respondent in preparing and submitting Proposals.

8. The Respondent must sign their Proposal in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Respondent. The name of each person signing should be typed or printed below the signature.

9. The individual signing the document for the Respondent shall initial all erasures and/or corrections in their sealed Proposal.

10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Respondents must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Respondents shall be prepared to furnish evidence of the foregoing upon request.

12. The Respondent acknowledges that all materials submitted with the Proposal become the property of the County and, as such, may be available to the public pursuant to applicable law.

13. The Respondent is expected to comply with the true intent of this RFP and the RFP Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP and RFP Documents. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondent in the process of putting the Proposal together.

Response: Read and Understood.

B. Modification or Interpretation of RFP Documents:

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

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

Response: Read and Understood.

C. Award of Bid:

It is the intent of the County to award the Proposal to the most qualified and responsible Respondent who has met all specifications, terms, and conditions of this RFP and all other RFP Documents. The County reserves the right to issue its award subject to the criteria referenced in Section 1, Subsection C. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the County, and delivery and discount terms will be taken into consideration in making the award(s).

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

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

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

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

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

Response: Read and Understood.

D. Execution of Contract:

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

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

Response: Read and Understood.

SECTION 4: TERMS AND CONDITIONS

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

By submitting a Proposal, Respondents represent that:

1. Respondent has read and understands the RFP Documents;
2. Respondent understands how the Project relates to other renovations being completed by the County at the Project site, which may be concurrently Proposal, or presently under construction at the Project site;
3. The Proposal complies with the RFP Documents;
4. Respondent has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Respondent's observations with the requirements of the RFP Documents and the Respondent's Proposal; and
5. The Proposal is based upon the materials, equipment, and systems required by the RFP Documents, as may be amended by written addendum, without exception.

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

1. These Terms and Conditions, along with the RFP, the RFP Documents, and the Respondent's Proposal, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFP, the remaining portions of the RFP Documents, and the Respondent's Proposal.

2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County within a reasonable amount of time as contemplated and agreed to by the parties or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.

3. Pursuant to, and as set forth in this Agreement, Respondent will provide the County the following services:

   See "Scope of Work" in Section 1, Subsection B above.

4. As consideration for the services to be performed by Respondent pursuant to the terms and conditions set forth in this Agreement, the County agrees to partner with Respondent for the purposes of this Project with the aim of mutual benefit to both parties.

   All potential payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq*.).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Respondent, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a

written change order that is first executed by both the County and the Respondent. The County will not pay for verbal change orders. Respondent must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Furthermore, Respondent understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be repropose in same manner as the original contract. *See* 50 ILCS 525/5. Respondent also understands and agrees that any change orders of more than $10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.

6. Respondent is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Respondent understands and agrees that Respondent is solely responsible for paying all wages, benefits and any other compensation due and owing to Respondent's officers, employees, and agents for the performance of services set forth in the Agreement. Respondent further understands and agrees that Respondent is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Respondent's officers, employees and/or agents who perform services as set forth in the Agreement. Respondent also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents. Respondent hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Respondent, its officers, employees and/or agents may sustain while performing services under the Agreement. Respondent shall exercise general and overall control of its officers and employees.

7. Respondent shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Respondent of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Respondent in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Respondent's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

8. Respondent will obtain and continue in force, where applicable, during the term of this Agreement, all insurance as set forth below:

   a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.

b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $2,000,000.

ii. Umbrella/Excess Liability: Limits of liability equal to or greater than $5,000,000 per occurrence and $5,000,000 in aggregate.

iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Respondent has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)

v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Respondent's profession, with limit no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

c. If Respondent maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

d. For any claims related to this Agreement, the Respondent's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Respondent's insurance and shall not contribute with it.

e. Respondent hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Respondent may acquire against Releasees by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.

f. Self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or

be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.

h. Respondent shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Subcontractors: Respondent shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Respondent shall ensure that the County is an additional insured on insurance required from subcontractors.

j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.

11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Respondent at least thirty (30) days prior to the effective date of

termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.

12. Respondent agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

13. When applicable, Respondent shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq*., 820 ILCS 220/0.01 *et seq*. and 820 ILCS 225/0.1 *et seq*.

14. Respondent, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Also, Respondent and Respondent's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

15. All services to be undertaken by Respondent shall be carried out by competent and properly trained personnel of Respondent to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

16. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

19. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, Kendall County Administrator, 111 W Fox Street, Yorkville, Illinois, 60560, 630-553-

4171, or fax 630-553-4214,with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.
And, in the case of Respondent, to:

_____

_____

20. Respondent certifies that Respondent, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Respondent further certifies by signing the Agreement, the Respondent, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq*.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Respondent affirms that Respondent has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Respondent's company been so convicted nor made such an admission.

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

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

23. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Respondent agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

    1. Is the Respondent and/or any of the Respondent's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.

    2. If the answer to Question (1) is "yes", does the Respondent and/or any of the Respondent's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.

    3. If the Respondent and/or the Respondent's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

24. Respondent and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq*. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq*.

25. Respondent agrees to comply with The Davis Bacon Act — 40 U.S.C. 3141 *et seq*. as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

26. The County and/or Respondent's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

27. Respondent warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.

28. Respondent understands that the County is utilizing funds received pursuant to the American Rescue Plan Act ("ARPA") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq*., and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.

29. Respondent understands the County will be utilizing funds received from a grant ("Grant") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the County's Grant requirements. Also, Respondent agrees to promptly provide the County, at the County's request, with any documentation and any other information necessary for the County to comply with the County's Grant reporting requirements.

30. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq*.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq*.), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

31. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

32. The County and the Respondent each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Respondent hereby affirms that Respondent is legally authorized to transact business in the State of Illinois.

SECTION 5: PROPOSAL FORMS

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) Pivot-Tech Development, Inc.

Address: 6674 E 118th Ct City, State, Zip: Denver, CO 80233

Proposal Clarification Contact Person: Jim Cannon Telephone: 202-276-2305

Email: jim@pivot-tech.io

State of Incorporation: Delaware Entity Type: Corporation

Federal Employer Identification Number (FEIN): 92-2687418

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

5. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.

6. Respondent acknowledges receipt of any and all Addenda to this RFP.

7. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.

8. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.

James Cannon

Authorized Signature

June 14, 2023

Date

James Cannon, CEO

(Printed Name and Title)

jim@pivot-tech.io

Email Address

EXHIBIT B - Proposal Form

RESPONDENT'S NAME: Pivot-Tech Development, Inc.

RFP PROJECT NAME: REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

1. **PROFESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Respondent's experience with this type of project, and these professional references are attached to this Proposal Form.**

2. **COMPLIANCE CERTIFICATIONS: By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:**

   A. COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT: The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug- Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

   JC **(Initials)**

   B. COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT: The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

   The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

   JC **(Initials)**

   C. CERTIFICATION REGARDING RESPONDENT ELIGIBILITY: The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statues.

   JC **(Initials)**

   D. NON-COLLUSION AFFIDAVIT: The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

This Proposal Form and all attachments are respectfully submitted this 14th day of June, 2023.

Respondent's Name: James Cannon
Mailing Address: 6674 E 118th Ct Denver, CO 80233
Telephone Number: 202-276-2305 Facsimile Number:
Email Address: jim@pivot-tech.io
Website: www.pivot-tech.io

Type of Business Organization: (Check the box that applies)

- ☐ ***Sole Proprietor***
- ***X*** ***Corporation***
- ☐ ***LLC***
- ☐ ***Partnership***
- ☐ ***Limited Partnership***
- ☐ ***Other:***

Signature of Authorized Representative: James Cannon

Printed Name: James Cannon ***Title: CEO***

Attested by: ***Title: COO***

NON-COLLUSION AFFIDAVIT
(Complete and Submit with Proposal Form)

STATE OF Colorado)
) ss
COUNTY OF Adams)

James Cannon, being duly sworn, says that he/she is
Chief Executive Officer of Pivot-Tech Development, Inc.
(sole owner, member of firm, corporate official) (individual, firm or corporate name)
which has by the enactment of this document affirmed that he/she, in the preparation of the Proposal estimates, has not entered into any verbal and/or written agreement with any of the other Respondents or their agents for the specific purpose of fixing Proposal estimates to benefit him/herself or the firm he/she represents.

The undersigned Respondent further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Respondent made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Respondent committed bribery or attempted bribery on behalf of the Respondent and pursuant to the direction or authorization of a responsible official of the Respondent.

The undersigned Respondent further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name: James Cannon

Title: CEO

Signature: James Cannon

Subscribed and sworn to me this 14 day of June, 2023.

Jazmin Valentin
Notary Public
(seal)

JAZMIN VALENTIN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20154019006
MY COMMISSION EXPIRES MAY 13, ~~2023~~ 2027

Respondent's Professional References

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

Reference #1:

Professional Reference Name: Roland Berger

Contact Person's Name: Wim D'Hondt

Telephone Number: 438-492-1013 Facsimile Number: __

Mailing Address: 330 Bay Street Toronto, Canada
Email: wim.dhondt@rolandberger.com
Description and date(s) of services: Ongoing. Fiber and Telecom

Reference #2:

Professional Reference Name: Dish Network

Contact Person's Name: Jennings Orcutt

Telephone Number: 720-937-5290 Facsimile Number:

Mailing Address: 5701 S Santa Fe Drive, Littleton, CO 80120
Email: Jennings.orcutt@dish.com

Description and date(s) of services: Telecom and Fiber, ongoing

Reference #3:

Professional Reference Name: Arukona, Inc.

Contact Person's Name: Alex Cavgalar

Telephone Number: 316-214-7361 Facsimile Number:

Mailing Address: 9229 E 37th St N Ste 202, Wichita, Kansas, 67206
Email: alex.cavgalar@aruknoa.com

Description and date(s) of services: Fiber and Telecom ongoing

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
County of Kendall

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of Kendall (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

COUNTY OF KENDALL

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Matt Kellogg

Printed Title: Kendall County Board Chairman

Email: mkellogg@kendallcountyil.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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" is used interchangeably with "Project."

"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.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 30 ILCS 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.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on **01/01/2025** and expires on **12/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$6,500,000.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 25% Advance)
The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-2366 and the CSFA Name is Broadband Connect IL Rd 3. If applicable, the State Award Identification Number (SAIN) is 2366-48532.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (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 (check one):

____	Individual	____	Pharmacy-Non Corporate
____	Sole Proprietorship	____	Pharmacy/Funeral Home/Cemetery Corp.
____	Partnership	____	Tax Exempt
____	Corporation (includes Not For Profit)	____	Limited Liability Company (select applicable tax
____	Medical Corporation		classification)
X	Governmental Unit	____	P = partnership
____	Estate or Trust	____	C = corporation

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.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(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) (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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(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 or permanent inclusion on the Illinois Stop Payment List, 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 708/25(6)(G)).

(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) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) 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 at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, 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, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA)**. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must 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: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

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 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 must provide 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 Paragraph 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 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 Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement 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; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will 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 Grant 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 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. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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 subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> 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 is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. 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 must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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 thirty (30) 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. 44 Ill. Admin. Code 7000.370(b)(7).

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 will 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 in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) 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 must 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 the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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)(7)(i) and 30 ILCS 708/97, Grantee must 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability 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 Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must 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); see also 30 ILCS 708/60(a)(7).

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
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal 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.

8.3. 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 must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. 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 will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) 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, 44 Ill. Admin. Code 7000.430(a) and (b) 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, 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 must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must 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 X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by 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; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When 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 must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. 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)(4).

(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; or

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

13.2. 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.

13.3. 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 must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. 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 subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward 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 subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

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

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

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. 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 corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. 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 constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must 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. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. 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 must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award 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. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. 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 and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must 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 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. 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). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

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

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must 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 renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. 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.

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must 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.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. Precedence.

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

(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 GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

Kendall County

SCOPE OF WORK

EXHIBIT A: PROJECT DESCRIPTION

The Grantee is a government entity located at 504 S. Main Street in Yorkville providing essential public services to residents in Kendall County.

This Grant-funded project will include a portion of the costs associated with bringing Fiber to the Premise (FTTP) broadband and/or fixed wireless (FW) services to unserved and underserved residents, businesses and community anchor institutions in parts of Kendall and Kane Counties. The network will provide speeds of 10 Gbps symmetrical to private network customers, 1 Gbps symmetrical to FTTP customers, and a minimum of 100 Mbps symmetrical to FW customers. The FW towers feature 5GNR radios and cover all KenCom EMS service areas, including all of Kendall County and parts of all neighboring counties. Each middle mile ring supports last-mile XGS-PON FTTP networks, as well as fiber connections to FW towers, ensuring serviceable locations in the project area have access to at least 100 Mbps symmetrical service. The project will be owned by Fox Fiber, a not-for-profit corporation established in compliance with IRS rule 63-20 on behalf of Kendall County. Fox Fiber maintains a comprehensive development agreement with the County to construct and finance the project in exchange for grant funds. Fox Fiber has contracted with Pivot Tech LLC to oversee the construction and operate the network until such time all debts are retired, and the network becomes property of Kendall County. The project will provide state-of-the-art broadband services built over approximately thirty-three and one half (33.5) miles of middle mile fiber including last mile fiber to approximately total locations made up of three hundred forty-eight (348) unserved and one hundred sixty-three (163) underserved premises either with a direct fiber connection where economically possible at 1 Gbps symmetrical or via a direct fiber connection to a FW base station that is capable of serving the premise at a minimum of 100 Mbps symmetrical. These premises are located in or near the community of Montgomery, Oswego, Plano and Yorkville. Specifically, this project will cover the following FCC Fabric v3.2 locations:

1117666245	1024782593	1024779975	1024780351	1024770595	1024778918
1024787367	1024782314	1024753771	1024779014	1024771231	1024778919
1024789467	1024782311	1024754178	1024779025	1024768581	1024778921
1024787436	1024779230	1024754191	1024779029	1024771223	1024778933
1024789519	1024778635	1024754183	1024778996	1024771227	1024778912

1024794044	1024778638	1024754189	1024780860	1024771051	1024778920
1024784852	1024778667	1024778493	1024778357	1024775076	1024778935
1024792872	1024778655	1024778505	1024780305	1024766729	1024778943
1024753328	1024778672	1024778507	1024780870	1024766730	1024778948
1024754079	1024778651	1024778503	1024780303	1024769269	1024778949
1024753682	1024778756	1024782577	1024780295	1024765859	1024778910
1024784241	1024778720	1024782579	1024780302	1024764099	1024778938
1024786070	1024778767	1024782592	1024757713	1024764102	1024778940
1024789498	1024778749	1024782597	1024771760	1024770774	1024778931
1024787814	1024778761	1024782646	1024771719	1024764098	1024778922
1024787818	1024782564	1024782647	1024768521	1024770771	1024778925
1024787838	1024779348	1024778496	1024768536	1024770776	1024778934
1024787844	1024780719	1024778504	1024768560	1024764093	1024778905
1024787847	1024780725	1024778487	1024768531	1024764101	1024778923
1024789503	1024774295	1024778501	1024768540	1024764104	1024778930
1024789463	1024773095	1024779310	1024768563	1024764096	1024778932
1024789464	1024774289	1024779308	1024768556	1024770765	1024778936
1024787816	1024753679	1024779300	1024768558	1024768526	1024778944
1024787824	1024753383	1024779307	1024768562	1024768519	1024778951
1024787827	1024753484	1024779309	1024768549	1024768515	1024778917
1024787833	1024753635	1024779305	1024768561	1024768539	1024778952
1024787841	1024753486	1024786067	1024768533	1024765924	1024778997
1024787843	1024753642	1024779301	1024768547	1024765956	1024779021
1024787852	1024755415	1024779311	1024768517	1024768535	1024779336
1024787840	1024756624	1024753916	1024768532	1024768516	1024779337
1024787857	1024753887	1024753917	1024768559	1024768576	1024779338
1024787859	1024753921	1024753918	1024768545	1024768537	1024779342
1024789470	1024771736	1024753765	1024768591	1024768599	1024779344
1024787842	1024760641	1024753767	1024768522	1024768608	1024779350
1024787853	1024760642	1024753764	1024768529	1024769793	1024779351
1024785531	1024771743	1024753770	1024768538	1024768030	1024779352
1024787732	1024774473	1024753766	1024768544	1024768034	1024779341
1024794386	1024757193	1024753790	1024765934	1024769821	1024779340
1024792543	1024793506	1024778491	1024768524	1024768017	1024779343
1024787733	1024765507	1024778495	1024768527	1024770770	1024779345
1024782793	1024789149	1024778498	1024768543	1024770772	1024779346
1024782792	1024765287	1024778497	1024768550	1024770768	1024779347
1024782790	1024775407	1024778502	1024768553	1024770766	1024779353
1024782794	1024765743	1024778499	1024765948	1024770767	1024779333
1024782795	1024765755	1024783113	1024765955	1024770773	1024778995
1024782791	1024768024	1024783115	1024768523	1024753052	1024778998
1024778206	1024768041	1024783119	1024768530	1024752881	1024779011
1024780151	1024768012	1024783120	1024768528	1024752876	1024779003
1024780159	1024768032	1024778489	1024768534	1024752879	1024779006
1024781349	1024774260	1024778492	1024768541	1024752882	1024779013
1024781350	1024794898	1024778488	1024768546	1024752883	1024779019
1024781257	1024794899	1024778506	1024768551	1024752884	1024779026
1024778124	1024794900	1024783116	1024768565	1024760099	1024779001
1024780304	1024794903	1024783118	1024768566	1024760100	1024779027

1024778144	1024774249	1024782917	1024774523	1024778902	1024779005
1024782653	1024789143	1024782942	1024774529	1024778937	1024779008
1024782659	1024785507	1024782958	1024752570	1024778909	1024779009
1024782665	1024785505	1024780348	1024752578	1024778913	1024778992
1024782651	1024774255	1024777873	1024752581	1024778945	1024779010
1024782652	1024774271	1024777844	1024751888	1024778926	1024779024
1024782650	1024774298	1024782968	1024751900	1024779586	1024779615
1024782648	1024774256	1024777723	1024751951	1024779625	1024779608
1024782661	1024774259	1024777793	1024751952	1024779631	1024780702
1024782663	1024774181	1024777770	1024751970	1024779587	1024780705
1024782655	1024754027	1024777804	1024751934	1024779644	1024780724
1024782656	1024754022	1024783093	1024764196	1024779623	1024780699
1024782654	1024754024	1024779002	1024764176	1024780684	1024779600
1024782664	1024754028	1024779022	1024764235	1024780708	1024779598
1024777173	1024754023	1024780346	1024764236	1024779660	1024779590
1024780143	1024754034	1024779015	1024767247	1024780714	1024778508
1024780174	1024778490	1024778994	1024767258	1024779634	1024778924
1024780184	1024754033	1024778991	1024771066	1024779585	1015753776
1024782660	1024754025	1024779017	1024768577	1024779643	1015750034
1024782550	1024754026	1024779018	1024768604	1024778907	1015753769
1024782608	1024754031	1024778999	1024768578	1024778908	1015753775
1024782611	1024754032	1024779000	1024768579	1024778929	1015727474
1024782580	1024754029	1024779012	1024768602	1024779020	1015753774
1024782613	1024753769	1024777724	1024768603	1024778946	1015753777
1024782574	1024754030	1024780347	1024764368	1024778941	1015753778
1024779339	1024784789	1024780350	1024768589	1024753324	1015750031
1024778248	1024784792	1024780345	1024768580	1024778927	1015639170
1024782589	1024779976	1024780349	1024768588	1024779007	1015543914
1024782568	1024779302	1024778993	1024767933	1024779004	
1024782573	1024779303	1024779016	1024764355	1024778915	
1024782585	1024779304	1024779023	1024775104	1024778906	
1024782571	1024779974	1024779028	1024770162	1024778914	

Grant funds will include telecommunication Construction costs for middle-mile and last-mile infrastructure. Grant funds will also cover costs of items such as: Design/Engineering cost for planning of the network, Construction Management/Oversight costs for FTTP/FWA network connections, Contingency costs for FTTP/FWA network connections, and Equipment/Material/Labor costs for supplies. Matching funds will cover all remaining costs.

Specifically, Grant funds will include costs associated with the project as follows:

"Design/Engineering"- costs associated with permitting, crossings, and post-award design and implementation.

"Construction"- costs associated with laying fiber in conduit, burying drops to served locations, and installation of necessary external equipment.

"Construction Management/Oversight"- costs associated with the construction management for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

"Contingency"- costs associated with the contingency for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

"Equipment/Materials/Labor"- costs associated with the purchase and installation of bondable items such as:

Item	Quantity
Middle Mile Ring fiber optical cable (288-count) in underground 2" conduit including fiber mgmt enclosures (feet)	93,792
FTTP/FWA last mile fiber optic cable and conduit including fiber management enclosures (feet)	110,360
FWA Base-station Equipment including installation	10
Network termination equipment for FTTP Including drop and installation	135
Network termination equipment for FWA including installation	67

This project will benefit the public by providing broadband internet service. Through this connectivity, residents stand to benefit through access to remote work, remote learning, telehealth options, affordably priced internet service, and reliable emergency services. Having access to remote learning and work opens residents up to a wider scope of professional opportunities and decreases the need for them to relocate. Businesses in the county, including farms, will have the opportunity to improve their productivity, maintain uninterrupted daily operations, grow their online presence, reinforce their cybersecurity, and overall remain competitive in their respective industries. Providing state-of-the art, ubiquitous 5G FW services for first responders, precision agriculture, and countless other "smart" applications.

EXHIBIT B

DELIVERABLES OR MILESTONES

Within thirty (30) days of the execution of the Agreement, the Grantee will provide a detailed timeline of projected deliverables, which must be approved by Grantor. The timeline and any subsequent revisions shall be incorporated by reference into this Agreement. The timeline will be submitted in conjunction with the initial Periodic Performance Report (PPR). The timeline will be used to measure performance throughout the life of the Award and will be updated and reported on each PPR reporting due date.

1. **Administer the project.** Grantee will match the State's Connect Illinois investment to cover the remaining eligible expenditures in the project.

2. **Acquire, construct, install broadband infrastructure and provide access to broadband service** to all passings in the location as outlined in Exhibit A at service levels stated in Exhibit A, and with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload (100/100 Mbps). In addition, these passings will be:

   a. served under the conditions and subject to pricing stated in the grant application
   b. not denied last-mile network connectivity and/or service
   c. served within a reasonable time period (typically, within 10 business days of request)

3. **Reporting & reimbursement:** Grantee will file required reports using form(s) provided by Illinois Office of Broadband. As part of this reporting, Grantee will send any requested mapping data updates to the state broadband mapping contractor, copying the Illinois Office of Broadband on the submission.

   Schedule for reports is included in Section 40.3.

   The Grantee must provide Project-level data for the following measures:
   - Project technology type(s) (Planned/Actual)
     - o Fiber
     - o Coaxial Cable
     - o Terrestrial Fixed Wireless
     - o Other (specify)
   - Total miles of fiber deployed (Planned/Actual)
   - Total number of locations served (Planned/Actual)
     - o Total number of locations served, broken out by speeds:
     - o Total number of funded locations served, broken out by type (Planned/Actual):
       - ▪ Residential
         - • Total Housing Units
       - ▪ Business
       - ▪ Community anchor institution
   - Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
   - Confirmation that the provider is participating in the FCC's Affordable Connectivity Program (ACP) (Actual) [Applies only for States and territories]

   For each location served by a Project, Grantee must submit:
   - Latitude/longitude at the structure where service will be installed
   - Technology used to offer service at the location

- Location Type
    - Residential
        - If Residential, Number of Housing Units
    - Business
    - Community anchor institution
- Speed tier at the location pre-investment
    - Below 25/3 Mbps
    - 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
    - Maximum download speed offered
    - Maximum download speed delivered
    - Maximum upload speed offered.
    - Maximum upload speed delivered
    - Latency
- Standardized FCC Identifiers
    - Fabric ID # (Broadband Serviceable Fabric Locations)
    - FCC Issued Provider ID#

Project summary: Submit a project summary to the Illinois Office of Broadband detailing the work completed, with the final payment request for the period.

Final close-out report: Due 30 days after conclusion of grant contract period or conclusion of the project, whichever comes first. The final report will include sending an as-built map of the completed project area to the Illinois Office of Broadband mapping contractor, and a timeline for the implementation of a post-project survey of customers who are using the services provided via the grant project. The Illinois Office of Broadband will provide the final close-out report form to the Grantee to complete prior to the close-out visit/call, and will supply the post-project survey instrument.

4. **Keep financial records,** including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this Grant Agreement. Accounting methods must be in accordance with generally accepted accounting principles.

5. **Complete the project** in accordance with the approved budget within the time frame specified in this Grant Agreement.

6. **Promptly notify the Illinois Office of Broadband of any proposed material change** to the scope of the project, budget or completion date, which must be approved by the Illinois Office of Broadband, prior to implementation. A material change is defined as work not indicated in the budget and may result in the need for a contract amendment.

7. **Have on file the necessary documentation,** including payroll records, to show that all project funds have been used for the items stated in the application.

8. **Adhere to all other requirements in this Grant Agreement.**

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards

Title: Director

Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Matt Kellogg

Title: Kendall County Board Chairman

Address: 504 S. Main Street
Yorkville, IL 60560-5403

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jaclyn Franke
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 111-222-3333
TTY#: (800) 785-6055
Email Address: jaclyn.franke@illinois.gov

GRANTEE CONTACT

Name: Christina Burns
Title: County Administrator
Address: 504 S. Main Street
Yorkville, IL 60560-5403
Phone: 630-553-4142
TTY#: N/A
Email Address: cburns@kendallcountyil.gov

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (*See* **PART TWO**, ARTICLE XXIII):

Authorized Designee: Jennifer Breault
Authorized Designee Title: Finance and Budget Analyst
Authorized Designee Phone: 630-553-5500
Authorized Designee Email: jebreault@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Christina Burns
Authorized Designee Title: County Administrator
Authorized Designee Phone: 630-553-4142
Authorized Designee Email: cburns@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Mofopefoluwa Oloyede
Email: mofopefoluwa.oloyede@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Within thirty (30) days of the execution of the Agreement, the Grantee will incorporate project specific performance measures within the corresponding section of the Periodic Performance Report (PPR). The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables listed in the timeline submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?

- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?

- At the time of the Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

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

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section:	05- Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.

Programmatic Risk Assessment (PRA)

PRA Section:	03 – Audit and Monitoring Finding:
Conditions:	Requires training on common State audit standards;
Timeframe:	One year;

PRA Section:	04- Ability to Effectively Implement Requirements:
Conditions:	Requires staff training on State requirements;
Timeframe:	Six months;

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII
AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV
ADDITIONAL MONTORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq*. (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. 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 must 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 cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

(a) Cash payment of the entirety or a portion of the real property acquisition;

(b) Cash Payment of a down payment for the acquisition;

(c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or

(d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

ARTICLE XXXIII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, “Personal Information” shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 (“PIPA”).

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) 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 Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

July 2025

- Quarterly Periodic Financial Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

January 2027

- Quarterly Periodic Financial Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

February 2027

- End of grant Closeout Financial Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Bond Funded Awards. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines. Grantee is required to comply with, and is subject to, all requirements and all other related rules and guidance issued by Grantor, including, but not limited to the following:

(a) Recordkeeping Requirements.

(i) The Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. 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. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor upon request, and to any authorized oversight body.

(b) Civil Rights Law Compliance.

In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements

include ensuring that Grantee does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1 et seq.) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 et seq.) and the Treasury's implementing regulations at 31 CFR Part 23.

(c) Labor.

A Grantee may provide a certification that, for the relevant Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a Grantee must provide a project employment and local impact report detailing:

- The number of contractors and sub-contractors working on the Project;
- The number of employees on the Project hired directly and hired through a third party; • The wages and benefits of workers on the Project by classification; and
- Whether those wages are at rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

(d) Reporting Requirements.

In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and project data as required by this section, in a format requested by Grantor.

i) Quarterly Reporting. Grantee is required to report the following information with its quarterly report:

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
  - o Fiber
  - o Coaxial Cable
  - o Terrestrial Fixed Wireless
  - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
  - o Total number of locations served, broken out by speeds:
    - ▪ Pre-Investment:
      - Number receiving less than 25/3 Mbps
      - Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
    - ▪ Post-Investment (Planned/Actual):
      - Number receiving minimum 100/100 Mbps

- Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps

- Total number of funded locations served, broken out by type (Planned/Actual):
  - Residential
    - Total Housing Units
  - Business
  - Community anchor institution
    - Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
    - Confirmation that the provider is participating in the FCC's Affordable Connectivity

For each location served by a Project, Grantee submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location Type
  - Residential
    - If Residential, Number of Housing Units
  - Business
  - Community anchor institution
- Speed tier at the location pre-investment
  - Below 25/3 Mbps
  - 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
  - Maximum download speed offered
  - Maximum download speed delivered
  - Maximum upload speed offered.
  - Maximum upload speed delivered
  - Latency
- Standardized FCC Identifiers
  - Fabric ID # (Broadband Serviceable Fabric Locations)
  - FCC Issued Provider ID#

37.2. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

(i) in accordance with the approved Award Budget;

(ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.338.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial

determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.3. Funding Terms and Restrictions.

(i) Reimbursement Limitation. The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXXI and XXXIV.

(ii) Budget Modifications. The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.3 and 31.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.

(iii) Overpayment. In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.2 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.

(iv) Supportive Services & Participant Support Costs. If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.4. Travel Regulations. Costs in accordance with 2 CFR 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. See also 30 ILCS 708/30.

37.5. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee in Exhibit B.

37.6. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.7. Equipment and Property Management. The Grantee may not purchase nonexpendable personal property items exceeding $5,000 without the Grantor's prior written approval. 2 CFR 200.439.

37.8. Managing Subawards and Subrecipients.

(a) Monitoring. The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b)(1); 2 CFR 200.331. See also paragraph 17.2, herein.

(b) Agreements. Pursuant to paragraph 17.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.9. Procurement. The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.322, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.326. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to $10,000 and the threshold for simplified acquisitions increased to $250,000.

37.10. Assurances. The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

37.11. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.12. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
X	Illinois Dept. of Natural Resources	_____	X
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.13. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project 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 and (b) all required reporting and documentation.

37.14. Compliance with Illinois Works Jobs Program Act. Grantee acknowledges that it is required to comply with all applicable requirements of the Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq*.) (the "Act") for Awards made for public works projects as defined in the Act.

37.15. Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq*.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.16. Compliance with the Employment of Illinois Workers on Public Works Act. In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State

funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
County of Kendall

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of Kendall (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

COUNTY OF KENDALL

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Matt Kellogg

Printed Title: Kendall County Board Chairman

Email: mkellogg@kendallcountyil.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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" is used interchangeably with "Project."

"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.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 30 ILCS 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.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on **01/01/2025** and expires on **12/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$8,500,000.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 25% Advance)
The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-2366 and the CSFA Name is Broadband Connect IL Rd 3. If applicable, the State Award Identification Number (SAIN) is 2366-48536.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (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 (check one):

____	Individual	____	Pharmacy-Non Corporate
____	Sole Proprietorship	____	Pharmacy/Funeral Home/Cemetery Corp.
____	Partnership	____	Tax Exempt
____	Corporation (includes Not For Profit)	____	Limited Liability Company (select applicable tax
____	Medical Corporation		classification)
X	Governmental Unit	____	P = partnership
____	Estate or Trust	____	C = corporation

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.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(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) (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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(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 or permanent inclusion on the Illinois Stop Payment List, 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 708/25(6)(G)).

(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) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) 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 at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, 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, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA)**. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must 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: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

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 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 must provide 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 Paragraph 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 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 Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement 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; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will 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 Grant 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 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. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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 subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> 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 is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. 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 must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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 thirty (30) 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. 44 Ill. Admin. Code 7000.370(b)(7).

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 will 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 in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) 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 must 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 the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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)(7)(i) and 30 ILCS 708/97, Grantee must 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability 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 Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must 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); see also 30 ILCS 708/60(a)(7).

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
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal 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.

8.3. 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 must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. 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 will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) 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, 44 Ill. Admin. Code 7000.430(a) and (b) 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, 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 must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must 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 X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by 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; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When 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 must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. 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)(4).

(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; or

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

13.2. 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.

13.3. 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 must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. 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 subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward 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 subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

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

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

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. 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 corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. 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 constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must 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. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. 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 must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award 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. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. 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 and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must 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 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. 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). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

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

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must 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 renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. 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.

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must 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.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. Precedence.

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

(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 GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

Kendall County

SCOPE OF WORK

EXHIBIT A: PROJECT DESCRIPTION

The Grantee is a government entity located at 504 S. Main Street in Yorkville providing essential public services to residents in Kendall County.

This Grant-funded project will include a portion of the costs associated with bringing Fiber to the Premise (FTTP) broadband and/or fixed wireless (FW) services to unserved and underserved residents, businesses and community anchor institutions in parts of Kendall County. The network will provide speeds of 10 Gbps symmetrical to private network customers, 1 Gbps symmetrical to FTTP customers, and a minimum of 100 Mbps symmetrical to FW customers. The FW towers feature 5GNR radios and cover all KenCom EMS service areas, including all of Kendall County and parts of all neighboring counties. Each middle mile ring supports last-mile XGS-PON FTTP networks, as well as fiber connections to FW towers, ensuring serviceable locations in the project area have access to at least 100 Mbps symmetrical service. The project will be owned by Fox Fiber, a not-for-profit corporation established in compliance with IRS rule 63-20 on behalf of Kendall County. Fox Fiber maintains a comprehensive development agreement with the County to construct and finance the project in exchange for grant funds. Fox Fiber has contracted with Pivot Tech LLC to oversee the construction and operate the network until such time all debts are retired, and the network becomes property of Kendall County. The project will provide state-of-the-art broadband services built over approximately thirty-eight (38) miles of middle mile fiber including last mile fiber to approximately total locations made up of eight hundred ninety-nine (899) unserved and six hundred thirty-four (634) underserved premises either with a direct fiber connection where economically possible at 1 Gbps symmetrical or via a direct fiber connection to a FW base station that is capable of serving the premise at a minimum of 100 Mbps symmetrical. These premises are located in or near the communities of Yorkville, Plano, Milbrook, Newark, Millington, Lisbon, and Plattville. Specifically, this project will cover the following FCC Fabric v3.2 locations:

1088161295	1024793563	1024751251	1024762596	1024762813	1024762968
1088150905	1024795048	1024751253	1024762598	1024762816	1024762965
1088150903	1024795045	1024751244	1024761828	1024762759	1024762969
1088150878	1024790686	1024751250	1024761821	1024762788	1024762970
1088150886	1024790694	1024751255	1024747957	1024762795	1024762296

1088150908	1024790662	1024751228	1024761834	1024762796	1024762305
1088150872	1024790687	1024751248	1024761741	1024762822	1024762967
1088150902	1024790688	1024791731	1024761751	1024762827	1024762971
1088150981	1024790701	1024791732	1024761735	1024762877	1024762306
1088150876	1024790417	1024791735	1024779055	1024762878	1024762973
1088150900	1024794046	1024791739	1024761734	1024762767	1024762960
1088150879	1024786248	1024791749	1024761729	1024762768	1024762961
1088150917	1024783225	1024791753	1024761732	1024762770	1024762382
1088150975	1024794967	1024791758	1024761727	1024762773	1024762963
1088150894	1024794045	1024791761	1024761752	1024762792	1024762972
1088150898	1024794666	1024791763	1024761755	1024762807	1024762992
1088151183	1024794667	1024751241	1024761744	1024762815	1024762991
1088151198	1024794670	1024751243	1024761757	1024762820	1024762964
1088151181	1024794674	1024751258	1024761393	1024762824	1024762979
1088151182	1024794671	1024751264	1024761391	1024762836	1024762966
1088150893	1024794672	1024751266	1024761394	1024762839	1024762976
1088150914	1024794675	1024751283	1024761396	1024762758	1024762981
1088161258	1024794678	1024794602	1024761736	1024762761	1024762987
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1088161248	1024783167	1024789819	1024779054	1024762781	1024762917
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1024794924	1024794548	1024769513	1024751805	1024750886	1024750804

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1024793555	1024751233	1024762594	1024762779	1024763039	1015743257
1024793559	1024751247	1024762599	1024762806	1024762304	

Grant funds will include telecommunication Construction costs for middle-mile and last-mile infrastructure. Grant funds will also cover costs of items such as: Design/Engineering cost for planning of the network, Construction Management/Oversight costs for FTTP/FWA network connections, Contingency costs for FTTP/FWA network connections, and Equipment/Material/Labor costs for supplies. Matching funds will cover all remaining costs.

Specifically, Grant funds will include costs associated with the project as follows:

"Design/Engineering"- costs associated with permitting, crossings, and post-award design and implementation.

"Construction"- costs associated with laying fiber in conduit, burying drops to served locations, and installation of necessary external equipment.

"Construction Management/Oversight"- costs associated with the construction management for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

"Contingency"- costs associated with the contingency for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

"Equipment/Materials/Labor"- costs associated with the purchase and installation of bondable items such as:

Item	Quantity
Middle Mile Ring fiber optical cable (288-count) in underground 2" conduit including fiber mgmt enclosures (feet)	52,773
FTTP/FWA last mile fiber optic cable and conduit including fiber management enclosures (feet)	248,660
FWA Base-station Equipment including installation	15
Network termination equipment for FTTP Including drop and installation	256
Network termination equipment for FWA including installation	617

This project will benefit the public by providing broadband internet service. Through this connectivity, residents stand to benefit through access to remote work, remote learning, telehealth options, affordably priced internet service, and reliable emergency services. Having access to remote learning and work opens residents up to a wider scope of professional opportunities and decreases the need for them to relocate. Businesses in the county, including farms, will have the opportunity to improve their productivity, maintain uninterrupted daily operations, grow their online presence, reinforce their cybersecurity, and overall remain competitive in their respective industries. Providing state-of-the art, ubiquitous 5G FW services for first responders, precision agriculture, and countless other "smart" applications.

EXHIBIT B

DELIVERABLES OR MILESTONES

Within thirty (30) days of the execution of the Agreement, the Grantee will provide a detailed timeline of projected deliverables, which must be approved by Grantor. The timeline and any subsequent revisions shall be incorporated by reference into this Agreement. The timeline will be submitted in conjunction with the initial Periodic Performance Report (PPR). The timeline will be used to measure performance throughout the life of the Award and will be updated and reported on each PPR reporting due date.

1. **Administer the project.** Grantee will match the State's Connect Illinois investment to cover the remaining eligible expenditures in the project.

2. **Acquire, construct, install broadband infrastructure and provide access to broadband service** to all passings in the location as outlined in Exhibit A at service levels stated in Exhibit A, and with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload (100/100 Mbps). In addition, these passings will be:

   a. served under the conditions and subject to pricing stated in the grant application
   b. not denied last-mile network connectivity and/or service
   c. served within a reasonable time period (typically, within 10 business days of request)

3. **Reporting & reimbursement:** Grantee will file required reports using form(s) provided by Illinois Office of Broadband. As part of this reporting, Grantee will send any requested mapping data updates to the state broadband mapping contractor, copying the Illinois Office of Broadband on the submission.

   Schedule for reports is included in Section 40.3.

   The Grantee must provide Project-level data for the following measures:
   - Project technology type(s) (Planned/Actual)
     - o Fiber
     - o Coaxial Cable
     - o Terrestrial Fixed Wireless
     - o Other (specify)
   - Total miles of fiber deployed (Planned/Actual)
   - Total number of locations served (Planned/Actual)
     - o Total number of locations served, broken out by speeds:
     - o Total number of funded locations served, broken out by type (Planned/Actual):
       - ▪ Residential
         - • Total Housing Units
       - ▪ Business
       - ▪ Community anchor institution
   - Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
   - Confirmation that the provider is participating in the FCC's Affordable Connectivity Program (ACP) (Actual) [Applies only for States and territories]

   For each location served by a Project, Grantee must submit:
   - Latitude/longitude at the structure where service will be installed
   - Technology used to offer service at the location

- Location Type
    - Residential
        - If Residential, Number of Housing Units
    - Business
    - Community anchor institution
- Speed tier at the location pre-investment
    - Below 25/3 Mbps
    - 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
    - Maximum download speed offered
    - Maximum download speed delivered
    - Maximum upload speed offered.
    - Maximum upload speed delivered
    - Latency
- Standardized FCC Identifiers
    - Fabric ID # (Broadband Serviceable Fabric Locations)
    - FCC Issued Provider ID#

Project summary: Submit a project summary to the Illinois Office of Broadband detailing the work completed, with the final payment request for the period.

Final close-out report: Due 30 days after conclusion of grant contract period or conclusion of the project, whichever comes first. The final report will include sending an as-built map of the completed project area to the Illinois Office of Broadband mapping contractor, and a timeline for the implementation of a post-project survey of customers who are using the services provided via the grant project. The Illinois Office of Broadband will provide the final close-out report form to the Grantee to complete prior to the close-out visit/call, and will supply the post-project survey instrument.

4. **Keep financial records,** including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this Grant Agreement. Accounting methods must be in accordance with generally accepted accounting principles.

5. **Complete the project** in accordance with the approved budget within the time frame specified in this Grant Agreement.

6. **Promptly notify the Illinois Office of Broadband of any proposed material change** to the scope of the project, budget or completion date, which must be approved by the Illinois Office of Broadband, prior to implementation. A material change is defined as work not indicated in the budget and may result in the need for a contract amendment.

7. **Have on file the necessary documentation,** including payroll records, to show that all project funds have been used for the items stated in the application.

8. **Adhere to all other requirements in this Grant Agreement.**

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards

Title: Director

Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Matt Kellogg

Title: Kendall County Board Chairman

Address: 504 S. Main Street
Yorkville, IL 60560-5403

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jaclyn Franke
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 111-222-3333
TTY#: (800) 785-6055
Email Address: jaclyn.franke@illinois.gov

GRANTEE CONTACT

Name: Christina Burns
Title: County Administrator
Address: 504 S. Main Street
Yorkville, IL 60560-5403
Phone: 630-553-4142
TTY#: N/A
Email Address: cburns@kendallcountyil.gov

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (*See* **PART TWO**, ARTICLE XXIII):

Authorized Designee: Jennifer Breault
Authorized Designee Title: Finance and Budget Analyst
Authorized Designee Phone: 630-553-5500
Authorized Designee Email: jebreault@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Christina Burns
Authorized Designee Title: County Administrator
Authorized Designee Phone: 630-553-4142
Authorized Designee Email: cburns@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Mofopefoluwa Oloyede
Email: mofopefoluwa.oloyede@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Within thirty (30) days of the execution of the Agreement, the Grantee will incorporate project specific performance measures within the corresponding section of the Periodic Performance Report (PPR). The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables listed in the timeline submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?

- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?

- At the time of the Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

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

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section:	05- Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.

Programmatic Risk Assessment (PRA)

PRA Section:	03 – Audit and Monitoring Finding:
Conditions:	Requires training on common State audit standards;
Timeframe:	One year;

PRA Section:	04- Ability to Effectively Implement Requirements:
Conditions:	Requires staff training on State requirements;
Timeframe:	Six months;

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII
AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV
ADDITIONAL MONTORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq*. (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. 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 must 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 cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

(a) Cash payment of the entirety or a portion of the real property acquisition;

(b) Cash Payment of a down payment for the acquisition;

(c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or

(d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

ARTICLE XXXIII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, “Personal Information” shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 (“PIPA”).

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) 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 Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

July 2025

- Quarterly Periodic Financial Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

January 2027

- Quarterly Periodic Financial Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

February 2027

- End of grant Closeout Financial Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Bond Funded Awards. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines. Grantee is required to comply with, and is subject to, all requirements and all other related rules and guidance issued by Grantor, including, but not limited to the following:

(a) Recordkeeping Requirements.

(i) The Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. 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. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor upon request, and to any authorized oversight body.

(b) Civil Rights Law Compliance.

In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements

include ensuring that Grantee does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1 et seq.) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 et seq.) and the Treasury's implementing regulations at 31 CFR Part 23.

(c) Labor.

A Grantee may provide a certification that, for the relevant Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a Grantee must provide a project employment and local impact report detailing:

- The number of contractors and sub-contractors working on the Project;
- The number of employees on the Project hired directly and hired through a third party; • The wages and benefits of workers on the Project by classification; and
- Whether those wages are at rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

(d) Reporting Requirements.

In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and project data as required by this section, in a format requested by Grantor.

i) Quarterly Reporting. Grantee is required to report the following information with its quarterly report:

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
  - o Fiber
  - o Coaxial Cable
  - o Terrestrial Fixed Wireless
  - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
  - o Total number of locations served, broken out by speeds:
    - ▪ Pre-Investment:
      - Number receiving less than 25/3 Mbps
      - Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
    - ▪ Post-Investment (Planned/Actual):
      - Number receiving minimum 100/100 Mbps

- Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps

o Total number of funded locations served, broken out by type (Planned/Actual):

- Residential
  - Total Housing Units
- Business
- Community anchor institution
  - Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
  - Confirmation that the provider is participating in the FCC's Affordable Connectivity

For each location served by a Project, Grantee submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location Type
  - o Residential
    - If Residential, Number of Housing Units
  - o Business
  - o Community anchor institution
- Speed tier at the location pre-investment
  - o Below 25/3 Mbps
  - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
  - o Maximum download speed offered
  - o Maximum download speed delivered
  - o Maximum upload speed offered.
  - o Maximum upload speed delivered
  - o Latency
- Standardized FCC Identifiers
  - o Fabric ID # (Broadband Serviceable Fabric Locations)
  - o FCC Issued Provider ID#

37.2. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

(i) in accordance with the approved Award Budget;

(ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.338.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial

determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.3. Funding Terms and Restrictions.

(i) Reimbursement Limitation. The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXXI and XXXIV.

(ii) Budget Modifications. The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.3 and 31.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.

(iii) Overpayment. In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.2 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.

(iv) Supportive Services & Participant Support Costs. If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.4. Travel Regulations. Costs in accordance with 2 CFR 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. See also 30 ILCS 708/30.

37.5. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee in Exhibit B.

37.6. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.7. Equipment and Property Management. The Grantee may not purchase nonexpendable personal property items exceeding $5,000 without the Grantor's prior written approval. 2 CFR 200.439.

37.8. Managing Subawards and Subrecipients.

(a) Monitoring. The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b)(1); 2 CFR 200.331. See also paragraph 17.2, herein.

(b) Agreements. Pursuant to paragraph 17.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.9. Procurement. The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.322, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.326. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to $10,000 and the threshold for simplified acquisitions increased to $250,000.

37.10. Assurances. The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

37.11. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.12. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
X	Illinois Dept. of Natural Resources	_____	X
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.13. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project 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 and (b) all required reporting and documentation.

37.14. Compliance with Illinois Works Jobs Program Act. Grantee acknowledges that it is required to comply with all applicable requirements of the Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq*.) (the "Act") for Awards made for public works projects as defined in the Act.

37.15. Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq*.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.16. Compliance with the Employment of Illinois Workers on Public Works Act. In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State

funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

Illinois
Department of Commerce
& Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission
- ☐ Pre-Application
- ☒ Application
- ☐ Changed / Corrected Application

2. Type of Application
- ☒ New
- ☐ Continuation (i.e. multiple year grant)
- ☐ Revision (modification to initial application)

3. Date/Time Received By State (Completed by State Agency upon Receipt of Application)	
4. Name of Awarding State Agency	DCEO
5. Catalog of State Financial Assistance (CSFA) Number	420-27-2681 and 420-35-2366
6. CSFA Title	Connect IL Broadband Grant Program

Catalog of Federal Domestic Assistance (CFDA) ☐ Not Applicable (No federal funding)

7. CFDA Number	if funded through 420-27-2681 CFDA is 21.027
8. CFDA Title	if funded through 420-27-2681 CFDA is Coronavirus State and Local Fiscal Recovery Fund
9. CFDA Number	
10. CFDA Title	
Additional CFDA Number, if required	
Additional CFDA Title, if required	

Funding Opportunity Information

11. Funding Opportunity Number	2681-2006 and 2366-2005
12. Funding Opportunity Title	Connect IL Broadband Grant Program Round 3

Competition Identification ☒ Not Applicable

13. Competition Identification Number: N/A

14. Competition Identification Title: N/A

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification): County of Kendall

16. Common Name (DBA):

17. Employer/Taxpayer identification number (EIN, TIN): 36-6006598

18. Organizational DUNS Number: 361779440

19. SAM Cage Code: 5D9D9

20. Business Address
(Address 1)
(Address 2)
(City), (State), (zip - 4): 111 West Fox Street, Yorkville, IL 60560

Applicant's Organizational Unit

21. Department Name: Administrative Services

22. Division Name: Administration

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

23. First Name: Zach

24. Last Name: Bachmann

25. Suffix:

26. Title: Chair of the Connect Kendall County Commission and County Board member

27. Organizational Affiliation: County of Kendall

28. Telephone Number: 630-636-8959

29. Fax Number:

30. E-mail Address: zbachmann@kendallcountyil.gov

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name: Christina

32. Last Name	Burns
33. Suffix	
34. Title	County Administrator
35. Organizational Affiliation	County of Kendall
36. Telephone Number	630-553-4121
37. Fax Number	
38. E-mail Address	cburns@kendallcountyil.gov

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps)	Counties: Kendall County, Kane County Cities: Yorkville, Montgomery, Aurora, Oswego
40. Legislative and Congressional District of Applicant	14th Congressional District Dick Durbin Representative
41. Legislative and Congressional Districts or Program Project	Senate: 38, 42, and 49; House: 75, 83, 84, and 97

Applicant's Project

42. Description Title of Applicant's Project	Kendall County Broadband Project - Ring 1

43. Proposed Project Term

Start Date	04/01/2024
End Date	03/31/2026

44. Estimated Funding (Include all that apply)

☒ Amount Requested from the State	$9,377,912.50
☒ Applicant Contribution (e.g., in kind, matching)	$7,672,837.50
☐ Local Contribution	
☐ Other Source of Contribution	
☐ Program Income	
Total Amount	

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I Agree

Authorized Representative

45. First Name: Christina

46. Last Name: Burns

47. Suffix:

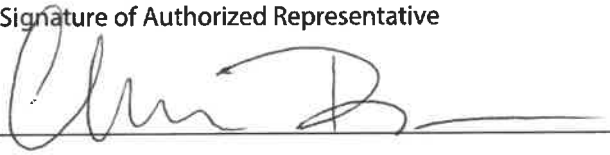
48. Title: County Administrator

49. Telephone Number: 630-553-4121

50. Fax Number: 630-553-4214

51. E-mail Address: cburns@kendallcountyil.gov

52. Signature of Authorized Representative



53. Date Signed

12-18-23

Illinois
Department of Commerce
& Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission
- ☐ Pre-Application
- ☒ Application
- ☐ Changed / Corrected Application

2. Type of Application
- ☒ New
- ☐ Continuation (i.e. multiple year grant)
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6. CSFA Title	Connect IL Broadband Grant Program

Catalog of Federal Domestic Assistance (CFDA) ☐ Not Applicable (No federal funding)

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9. CFDA Number	
10. CFDA Title	
Additional CFDA Number, if required	
Additional CFDA Title, if required	

Funding Opportunity Information

11. Funding Opportunity Number	2681-2006 and 2366-2005
12. Funding Opportunity Title	Connect IL Broadband Grant Program Round 3

Competition Identification ☒ Not Applicable

13. Competition Identification Number: N/A

14. Competition Identification Title: N/A

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification): County of Kendall

16. Common Name (DBA):

17. Employer/Taxpayer identification number (EIN, TIN): 36-6006598

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19. SAM Cage Code: 5D9D9

20. Business Address
(Address 1)
(Address 2)
(City), (State), (zip - 4): 111 West Fox Street, Yorkville, IL 60560

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22. Division Name: Administration

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

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24. Last Name: Bachmann

25. Suffix:

26. Title: Chair of the Connect Kendall County Commission and County Board member

27. Organizational Affiliation: County of Kendall

28. Telephone Number: 630-636-8959

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30. E-mail Address: zbachmann@kendallcountyil.gov

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name: Christina

32. Last Name	Burns
33. Suffix	
34. Title	County Administrator
35. Organizational Affiliation	County of Kendall
36. Telephone Number	630-553-4121
37. Fax Number	
38. E-mail Address	cburns@kendallcountyil.gov

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps)	Counties: Kendall County, DeKalb County, LaSalle County, Grundy County Cities: Lisbon, Millbrook, Millington, Newark, Yorkville
40. Legislative and Congressional District of Applicant	14th Congressional District Dick Durbin Representative
41. Legislative and Congressional Districts or Program Project	Senate: 38, 42, and 49; House: 75, 83, 84, and 97

Applicant's Project

42. Description Title of Applicant's Project	Kendall County Broadband Project - Ring 3

43. Proposed Project Term

Start Date	04/01/2024
End Date	03/31/2026

44. Estimated Funding (Include all that apply)

☒ Amount Requested from the State	$9,416,440.00
☒ Applicant Contribution (e.g., in kind, matching)	$7,704,360.00
☐ Local Contribution	
☐ Other Source of Contribution	
☐ Program Income	
Total Amount	

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I Agree

Authorized Representative

45. First Name: Christina

46. Last Name: Burns

47. Suffix:

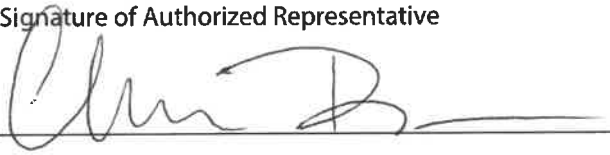
48. Title: County Administrator

49. Telephone Number: 630-553-4121

50. Fax Number: 630-553-4214

51. E-mail Address: cburns@kendallcountyil.gov

52. Signature of Authorized Representative



53. Date Signed

12-18-23

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

SUBMITTED TO: Fox Fiber				Page_____of_____
TYPE OF REQUEST: ( ) FINAL ( ) PARTIAL			**PARTIAL PAYMENT REQUEST NUMBER:**	
RECIPIENT ORGANIZATION				
EMPLOYER IDENTIFICATION NUMBER:	**RECIPIENT'S ACCOUNT NUMBER OR ID NUMBER:**			
NAME: Fox Fiber			**PERIOD COVERED BY THIS REQUEST**	
ADDRESS:			**FROM:**	**TO:**
CITY/STATE/ZIP:			dd/mm/yyyy	dd/mm/yyyy

STATUS OF FUNDS

CLASSIFICATION	Current / Revised Budget Amount	This Pay Request	Previous Pay Requests	Total To Date
COST ITEMS				
a. Administrative Expenses				$ -
b. Legal & Accounting Expenses				-
c. Rent				-
d. Financing Expenses				-
e. Logical Network Design				-
f. Physical Network Design				-
g. Professional Engineering Services				-
h. Engineering Additional Services				-
i. Owner's Representaive / Inspection fee				-
j. Construction Work Orders				
1.				-
2.				-
3.				-
k, Construction Mgmt. / Management Fees				-
k. Network Equipment & Materials				
l. Equipment & materials Miscellaneous				-
m. Pivot Equipment Discount Recovery Payment				
n. Contingencies				-
TOTAL COSTS (sum of lines a-n)	$ -	$ -	$ -	$ -
FUNDING SOURCES				
o. Bonds				$ -
p. State Grant				-
q. Other Funding Paticipants				
r. Revenues				
				-
TOTAL FUNDING	$ -	$ -	$ -	$ -

s. Total Payments previously requested		$ -
t. Current Request	$ -	
u. Estimated Percentage of Project Construction Completed		

CERTIFICATION: I certify that to the best of my knowledge and belief, the billed costs or disbursements are in accordance with the terms of the project and that the represents both the State Grant and Trustee share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

Recipient signature: _____ Date: _____

Printed /Typed name: Phone:

Person certifying line t. & u.: _____ Date: _____

Printed/Typed name: Phone:

RD Official: _____ Date: _____

Printed/Typed name: Phone:

Exhibit F

Secured Project Assets

Exhibit G

Project Budget

Kendall County will implement the Project in multiple phases. Phase 1 is divided into three parts: A, B, and C.

The State budget for Phase 1A specifically covers two of the five ring components: "Kendall 1" and "Kendall 3." Note that budgets for the rings for "Kendall 2," "Kendall 4," and "Kendall 5" will be allocated to future project phases and will be financed solely with proceeds of future bond issuances that require further approval by the County.

The Phase 1A budget is allocated from Grant Funds ($15,000,000); and proceeds from the sale of bonds by the Corporation ($30,090,000).[1] The table below shows the preliminary total sources and uses for Phase 1A:

Sources of Funds	
Par Amount of 2025A Bonds	$31,000,000
State Grant	15,000,000
County Predevelopment Contribution	1,500,000
Total Sources of Funds	$47,500,000
Uses of Funds	
Deposit to Project Construction Fund	
Construction Funded by 2025A Bonds	$21,051,108[2]
Construction Funded by State Grant Funds	15,000,000[3]
Purchase of ACE, ISP (Plus added 1st Year Customers)[3]	1,673,100
Operating Equipment & Software Licenses	150,000
Predevelopment Costs	1,500,000
Owner's Representative	430,000
Deposit to Debt Service Reserve Fund	1,600,000
Capitalized Interest	4,495,000
Underwriter's Discount	880,000
Other costs of issuance	720,792
Total Uses of Funds	$47,500,000

[1] The principal amount of bonds is preliminary and based on projections of construction timing and need, and may be subject to change.
[2] Detailed on Page F-2.
[3] Detailed on Page F-2.

Exhibit F

Total Project Costs Phase 1A

Grant Funds

Budget Expenditure Categories – Grant Funds	**Kendall 1**	**Kendall 3**	**TOTAL**
Design/Engineering	$405,515.50	$438,555.65	$844,071.15
Building/Land Purchase	-	-	-
Equipment/Materials/Labor	$1,465,815.77	$2,518,728.92	$3,984,544.69
Construction Management/Oversight	$117,604.65	$138,931.69	$256,536.34
Construction	$3,920,154.99	$4,631,056.47	$8,551,211.46
Other Construction Expenses	-	-	-
Contingency	$590,909.09	$772,727.27	$1,363,636.36
Total Direct Costs	$6,500,000.00	$8,500,000.00	$15,000,000.00

Bond Funds

Budget Expenditure Categories – Bond Funds	**Kendall 1**	**Kendall 3**	**TOTAL**
Design/Engineering	$228,724.50	$691,972.35	$920,696.85
Building/Land Purchase	-	-	-
Equipment/Materials/Labor	$3,041,951.00	$3,552,866.08	$6,594,817.08
Construction Management/Oversight	$85,067.35	$188,961.71	$274,029.06
Construction	$1,927,696.30	$9,397,500.49	$11,325,196.79
Other Construction Expenses	-	-	-
Contingency	$654,252.85	$1,282,115.37	$1,936,368.22
Total Direct Costs/Non-State Funds	$5,937,692.00	$15,113,416.00	$21,051,108.00

Exhibit H

Scope of Project

1. **Scope of Project**. While the "Service Area" means the geographic boundaries of the County, as may extend outside the County's geographic boundaries if necessary to provide Service pursuant to the Grant Agreement, the parties agree that funding is currently only available for Phase 1A as described below, and any further development of the Project beyond Phase 1A is dependent on the availability of funding, and the Company does not have any obligation to obtain that funding. Construction may occur in different areas parallel in time.

Fiber and Fixed Wireless Deployment Areas

Phase 1A of the Project will deploy a hybrid fiber and fixed wireless network strategically combining technologies based on density and economic feasibility.

a. Phase 1A.

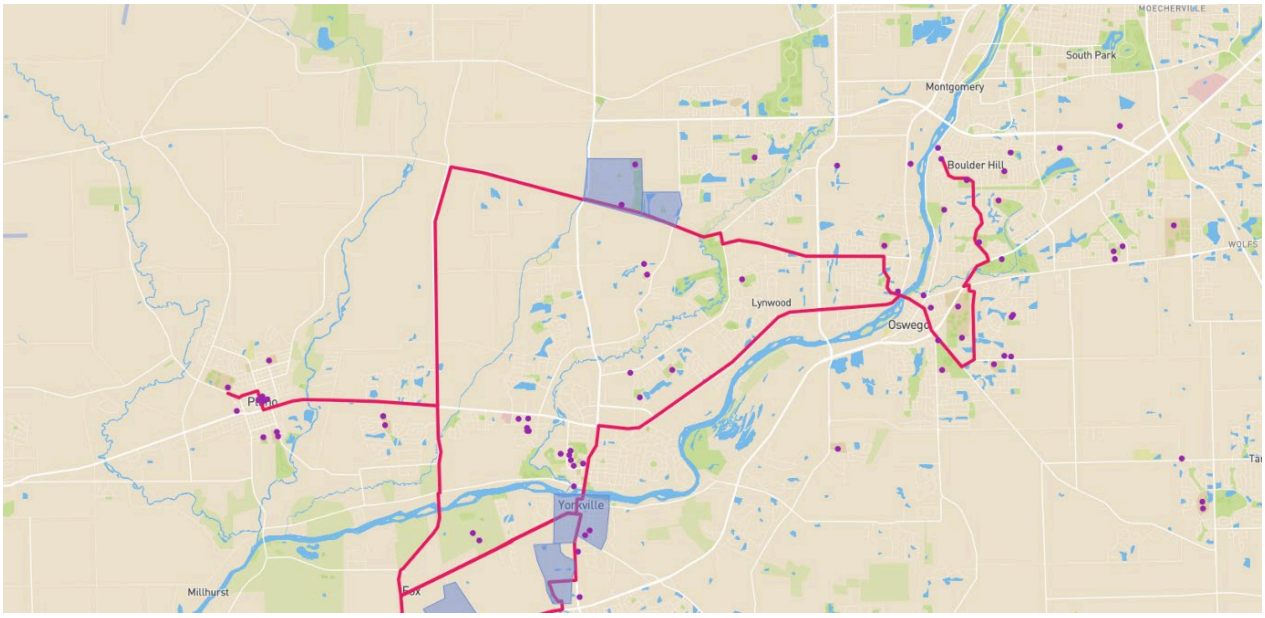
(i) **Neighborhoods**. Phase 1A consists of the locations described below plus Ring 1 and Ring 3 as described below plus, at the election of the Company, customers that can be economically reached by fixed wireless as a result of the construction of the assets in Phase 1A.

(ii) Phase One Rings.

Ring 1 and Ring 3 construction to start immediately.

Ring 1 and Ring 3 middle mile fiber deployment will be underground and provide the middle mile connectivity to support residential subscribers, community anchor institutions, businesses, and towers that house Fixed Wireless Access base stations. As well as being designed to serve communities today via last mile extensions, each ring has sufficient capacity to serve the county for the foreseeable future; this is ensured by building a 288 fiber-count middle-mile in which less than 25% of the fibers will be "lit" to provide all of the planned services, reserving 75% for future expansion. Additionally, a micro-duct bundle will be placed into the ground containing 3 individual ducts of which only one is used in the Phase 1A build, reserving the other 2 ducts for future expansion.

Map of Ring 1 showing Community Anchor Institutions:



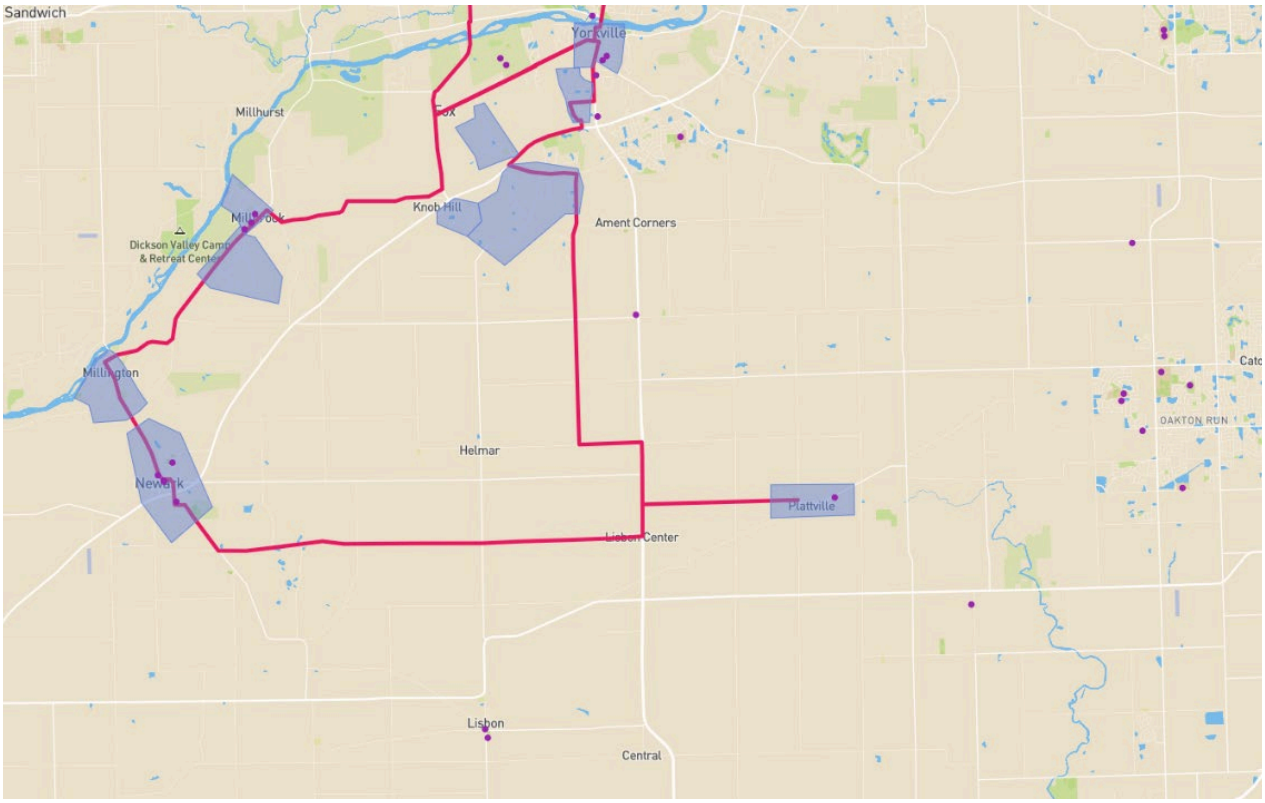
Ring 1 originates at the Kendall County Office Building in Yorkville, running west along Fox Road to Eldamain Road. It follows Eldamain Road north, crossing the Fox River, to Galena Road. The ring continues along Galena Road and Mill Road to Walter Payton Memorial Highway (Hwy 34) and continues southwest along Veterans Parkway to N Bridge Street. After crossing the Fox River at N Bridge Street, it terminates at the Kendall County Office Building.

There are two spurs from Ring 1:

- At Galena Road and East South Street (Highway 34) it is extended to the west to serve Plano.
- At the Washington Street bridge, it is extended east to cross the Fox River and north into Boulder Hill.

The route of Ring 1 has been modified to avoid planned road widening of Hwy 47 and Hwy 30 construction at its junction with Orchard Road.

Map of Ring 3 showing Community Anchor Institutions



Ring 3 originates at the Kendall County Office Building in Yorkville, running west along Fox Road to Eldamain Road. It follows Eldamain Road south to Budd Road. The ring continues west along Budd Road and Millbrook Road to Millbrook. It then runs south along Fox River Drive to Millington, and then continues south to Newark via S Johnson Road. After passing through Newark, it continues south along Townhouse Road and turns east onto Lisbon Center Road until reaching Highway 47. Following Highway 47 north until turning west on Helmar Road. It then follows Immanuel Road north to Legion Road. Following Legion Road west to Cleng Peerson Memorial Hwy (Hwy 71), where it turns east until reaching Walsh Drive and following it north until Greenbriar Road. It follows Greenbriar Road east to S Bridge St (Hwy 47) and then runs north to Fox Road, following it west to terminate at the Kendall County Office Building.

There is one spur from Ring 3:

- At Hwy 47 and Plattville Road it is extended to the west to serve Plattville.

The route of Ring 3 has been modified to avoid planned road widening of Hwy 47 between Hwy 71 in the north and Caton Farm Road in the south.

The following table lists the mileages of the middle and last mile fiber construction planned in Phase 1A:

Fiber Build	Middle Mile	Community Anchor Institutions	Businesses	Residential Last Mile	Towers	Total
Ring 1	31.86	8.52	11.22	15.09	10.89	77.58
Ring 3	35.32	2.27	1.33	65.49	16.1	120.51

Ring 1 and Communities

Ring 1 will provide dedicated 10 Gbps ethernet private line (EPL) connections with route diversity to 64 Community Anchor Institutions, including government facilities, schools, fire stations, and other critical infrastructure throughout the northeast corridor and in Plano.

Ring 1 fiber deployment will encompass 1,545 total passings, including 64 Community Anchor Institutions, the Balmorea development with 317 passings and the Bristol Bay residential area with 1,164 passings, representing one of the largest dense residential developments in the County suitable for fiber infrastructure.

Ring 3 and Communities. Ring 3 passes several small communities which include Millbrook, Millbrook Estates Millington, Newark, Pavillion, Legion Road, Cotswold, and Plattville and finishing the ring are subdivisions at Yorkville south of the Fox River and Greenbriar. The Company intends to build these locations which are dense in phase 1 with fiber.

Ring 3 fiber deployment will reach 2,422 total passings across these service areas. The Yorkville South neighborhoods will receive fiber to 633 passings, while the Greenbriar area will receive fiber service to 417 passings. The Company will also deploy fiber to the Village of Millbrook with 111 passings, the Millbrook Estates residential development with 186 passings, The Plattville area with 92 passings, the Cotswold neighborhood with 56 passings, the Legion Road corridor with 256 passings serving mixed residential and commercial locations, and the Village of Millington with 217 passings. Newark will also have 359 fiber passings and Pavillion will receive 78 passings. In addition, Ring 3 will pass 17 CAIs.

Fixed Wireless Access deployment will provide comprehensive coverage to Lisbon.

Construction Sequencing and Timeline

Construction of Phase 1A will proceed with multiple crews working simultaneously across different areas, with strategic prioritization based on Grant requirements, density, and revenue potential. During the initial six months, the Corporation will commence construction of Middle Mile ring construction for both Ring 1 and Ring 3. The Bristol Bay area, with its 1,164 passings representing high density and significant revenue potential, will begin construction early in Phase 1A, along with Pavillion, Yorkville South, Greenbriar, Cotswold and Legion Rd with its combined 1,440 passings.

The secondary phase of construction, occurring between months six and twelve, will focus on the Newark, Millington, Millbrook/Millbrook Estates, and Plattville area fiber deployment serving 965 passings, construction of new FWA coverage areas in the eastern zones, and completion of the Balmorea development with 317 passings. During this period, crews will work in parallel to ensure continuous progress across both fiber and wireless infrastructure deployment.

In parallel, construction will provide connection to those Community Anchor Institutions requesting service (of which 64 are passed by Ring 1 and 17 passed by Ring 3) with dedicated fiber service and the completion of network optimization and service activation across all deployed infrastructure.

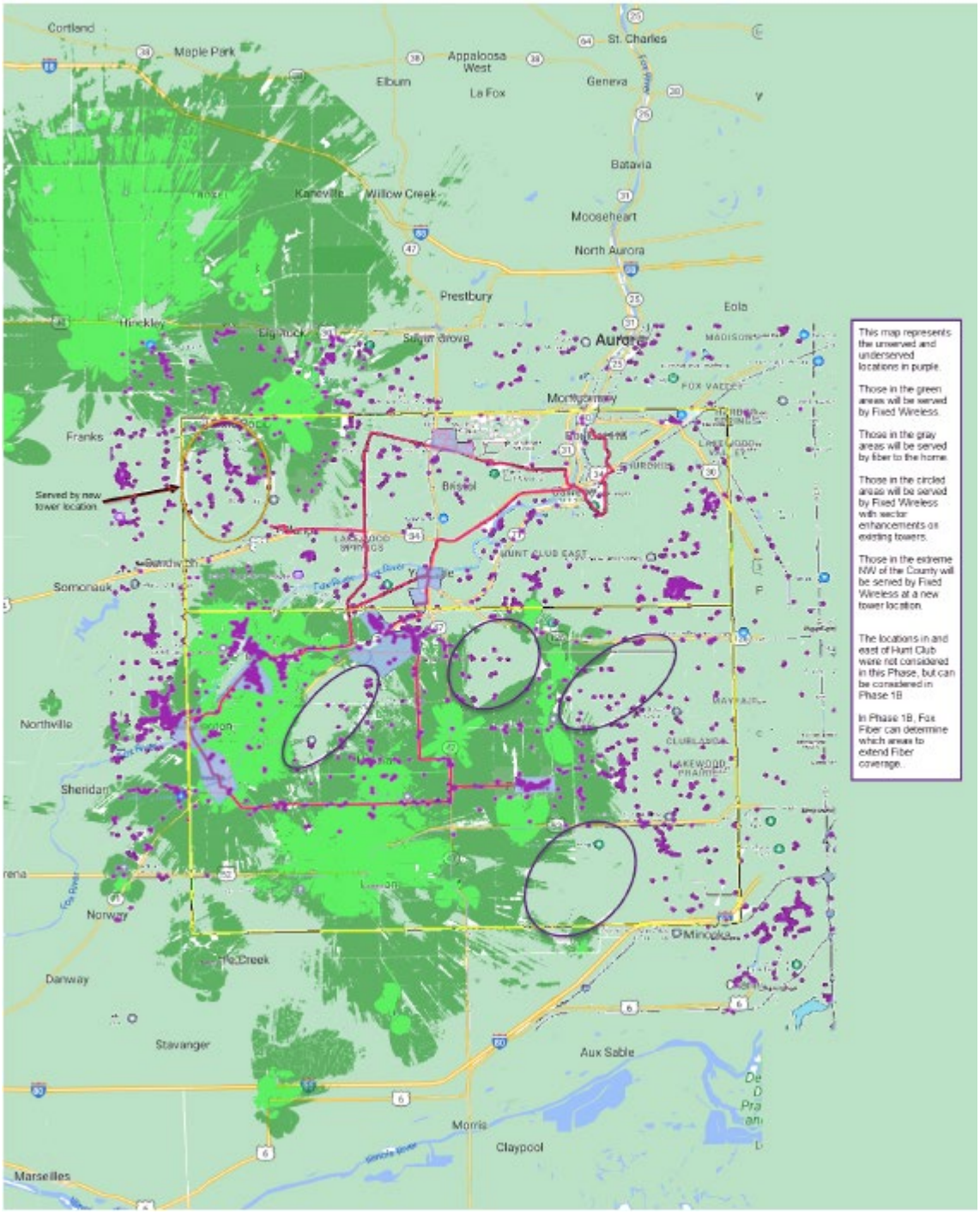
Service Delivery and Infrastructure Investment

Upon completion of Phase 1A, the Corporation will have established a comprehensive fiber broadband network serving the 12 communities, including 513 grant-required unserved and underserved addresses within those communities. In addition, the Corporation will have established a comprehensive Fixed Wireless Access broadband network serving the remaining 1,431 grant-required unserved and underserved addresses in rural areas outside of those 12 communities.

The hybrid deployment approach optimizes capital investment based on density and terrain.

This deployment strategy ensures the Corporation meets all Grant requirements for serving 2,044 unserved and underserved locations while building a financially sustainable network capable of supporting future expansion phases.

The Unserved and Underserved Locations required to be served by the Grant Agreement and the method of serving them are described in the following figure:

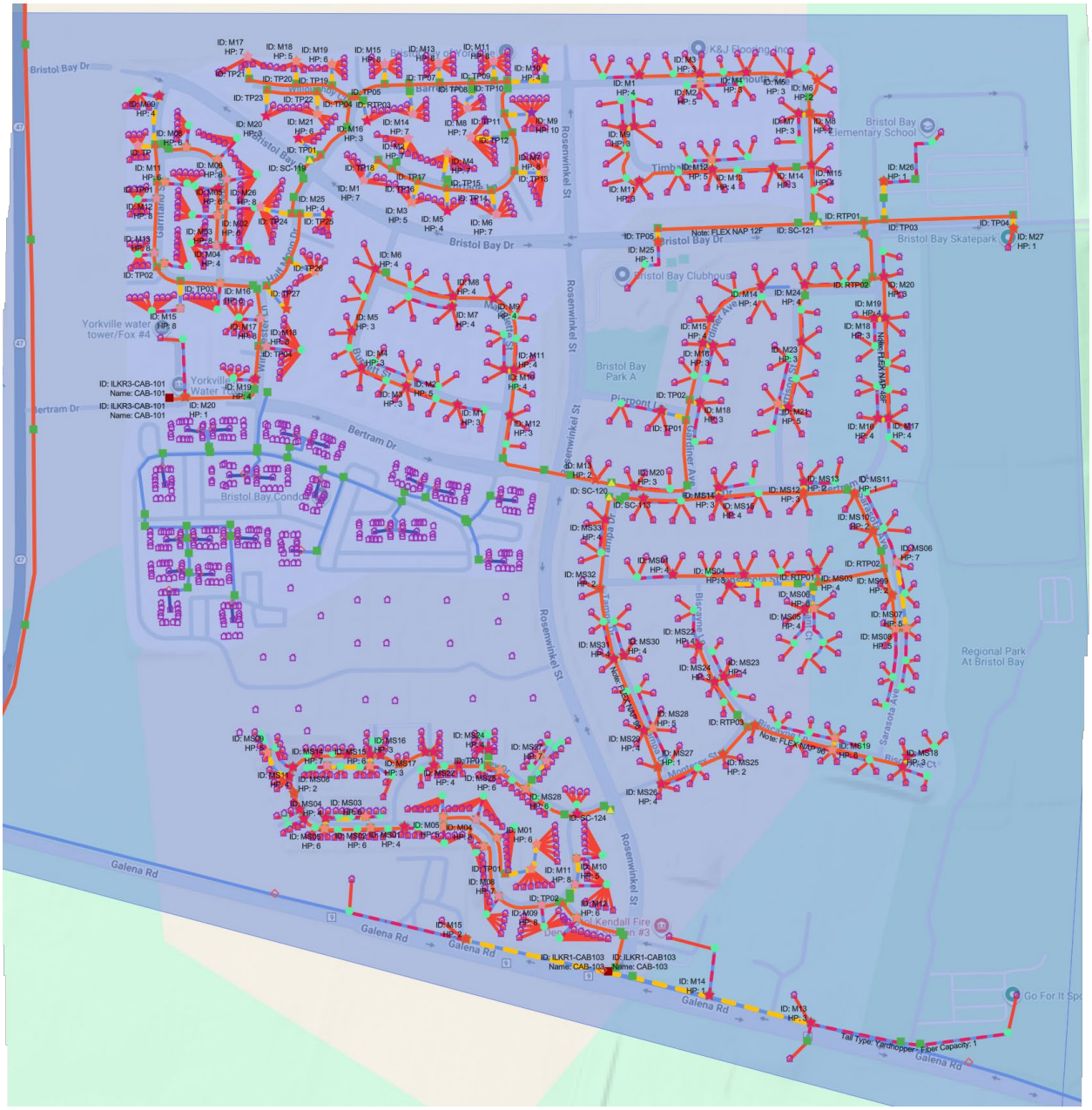


The tables below show communities and estimated passings for Ring 1 and Ring 3.

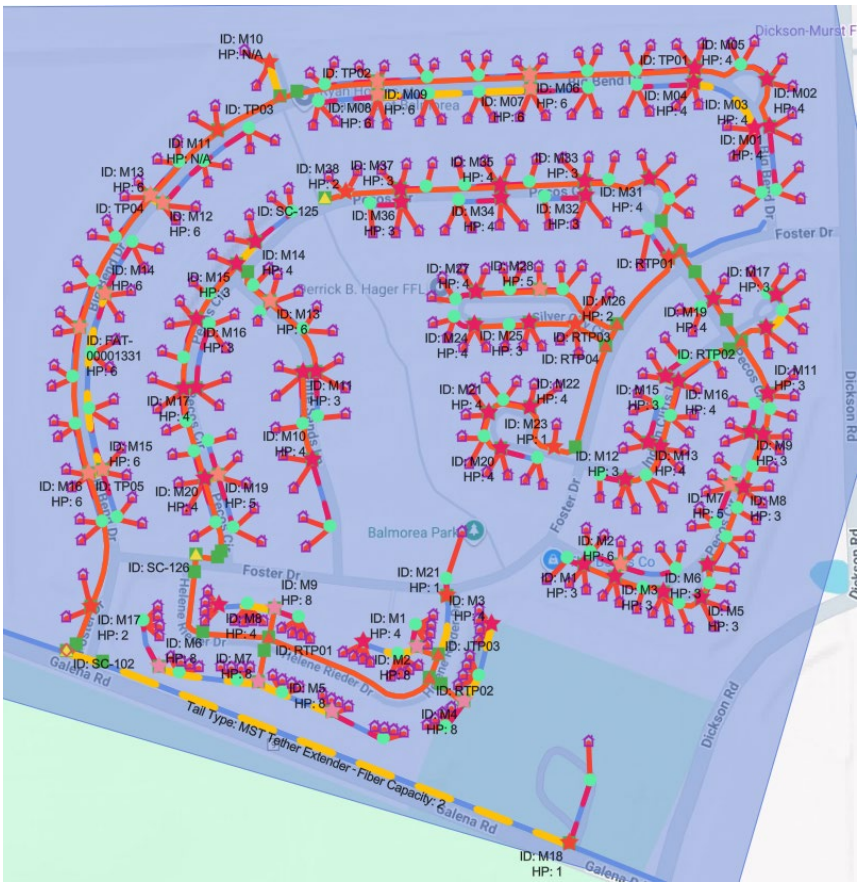
Phase 1A: Communities in Build					
	Ring 1				
Middle Mile	Plough / Drill				
	75%/ 25%			Fox Fiber	
		Served	Current	Connection	Ring 1
Last Mile	Community	Un/Under	Connection	1 Gbps / 1 Gbps	Passings
	Balmorea	Served	Fiber	Fiber	317
	Bristol Bay	Served	Fiber	Fiber	1164
	CAIs	Served		Fiber	64
Total Passings Ring 1					1,545

Ring 3				
Plough / Drill				
75%/ 25%			Fox Fiber	
	Served	Current	Connection	Ring 3
Community	Un/Under Served	Connection	1 Gbps / 1 Gbps	Passings
Pavillon	Un / Underserved	None	Fiber	78
Millbrook	Un / Underserved	None	Fiber	111
Millbrook Estates	Un / Underserved	None	Fiber	186
Plattville	Un / Underserved	None	Fiber	92
Cotswold	Served	HFC	Fiber	56
Legion Road	Served	HFC	Fiber	256
Millington (+ LaSalle)	Served	HFC	Fiber	217
Newark	Served	HFC	Fiber	359
Yorkville South	Fiber served	Fiber	Fiber	633
Greenbriar	Fiber served	Fiber	Fiber	417
CAIs	Fiber served		Fiber	17
Total Passings Ring 3				2,422

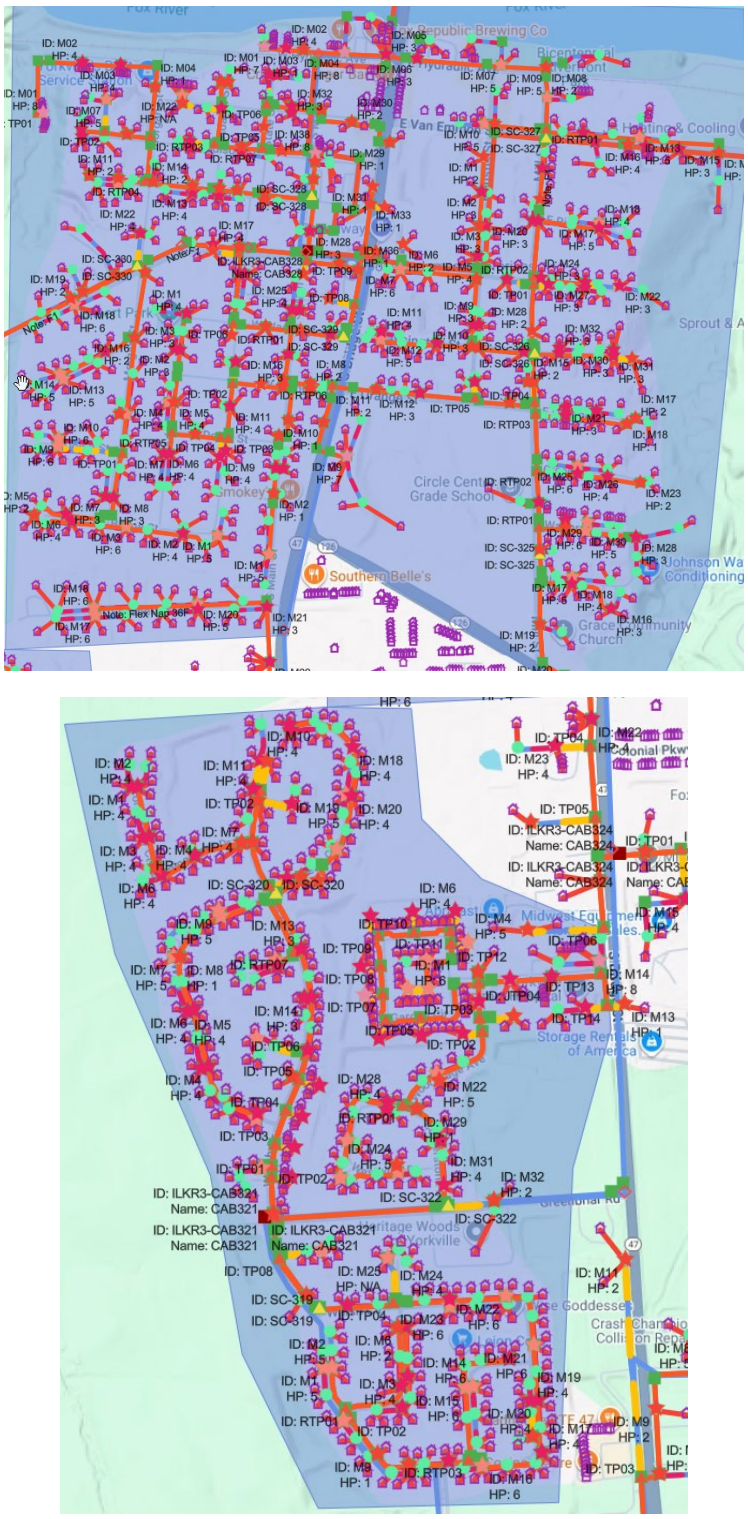
Ring 1 – Bristol Bay Subdivision (unshaded areas are planned for second phase)


Bristol Bay Dr
Rosenwinkel St
Bertram Dr
Galena Rd
Bristol Bay Clubhouse
Bristol Bay Skatepark
Bristol Bay Elementary School
Bristol Bay Park A
Bristol Bay Condos
Regional Park At Bristol Bay
Yorkville water tower/Fox #4
Yorkville Water Tower
Kendall Fire Department #3
Note: FLEX NAP 12F
Note: FLEX NAP 6F
Tail Type: Yardhopper Fiber Capacity: 1

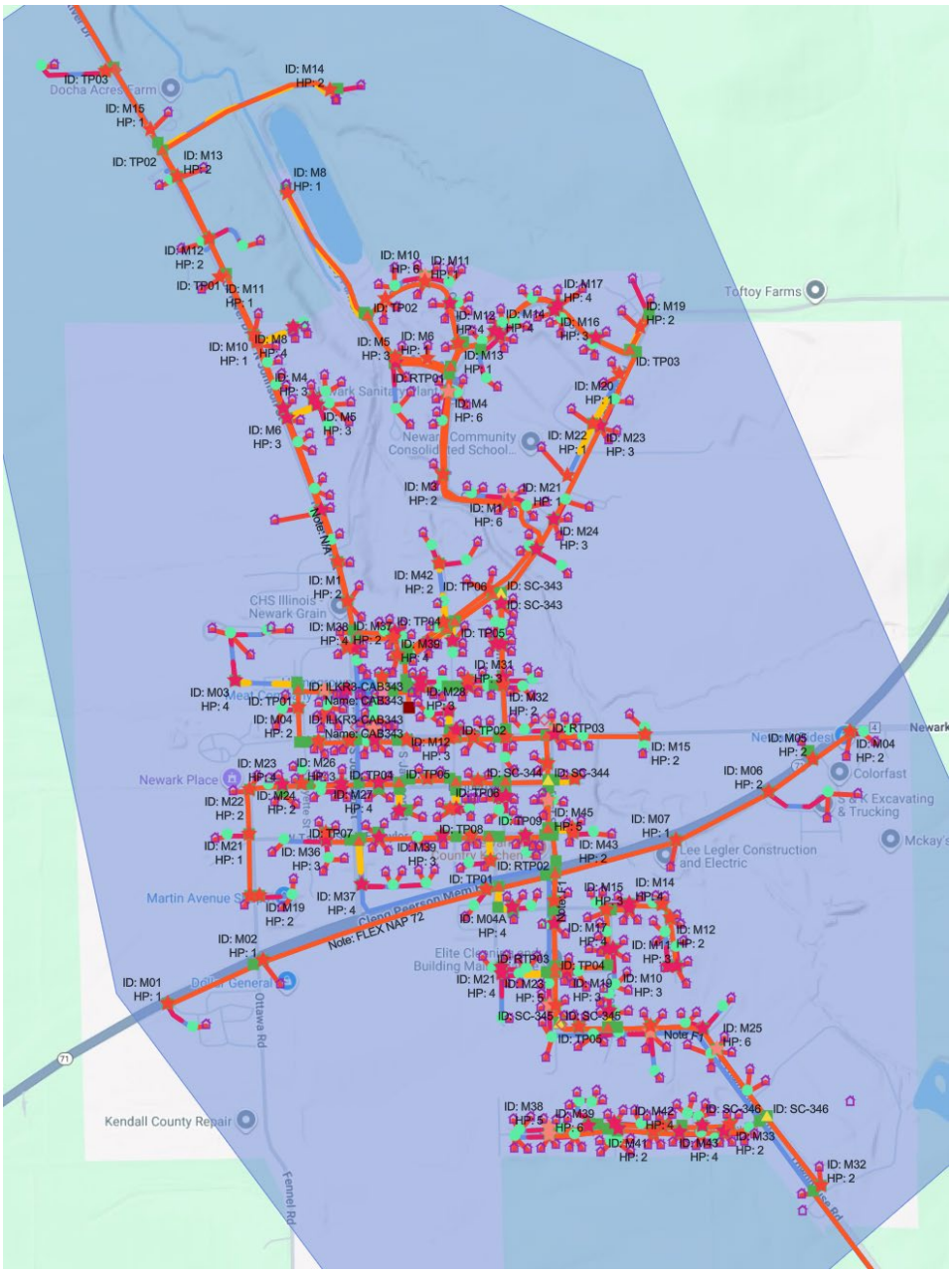
Ring 1 – Balmorea Subdivision (unshaded areas are planned for second phase)



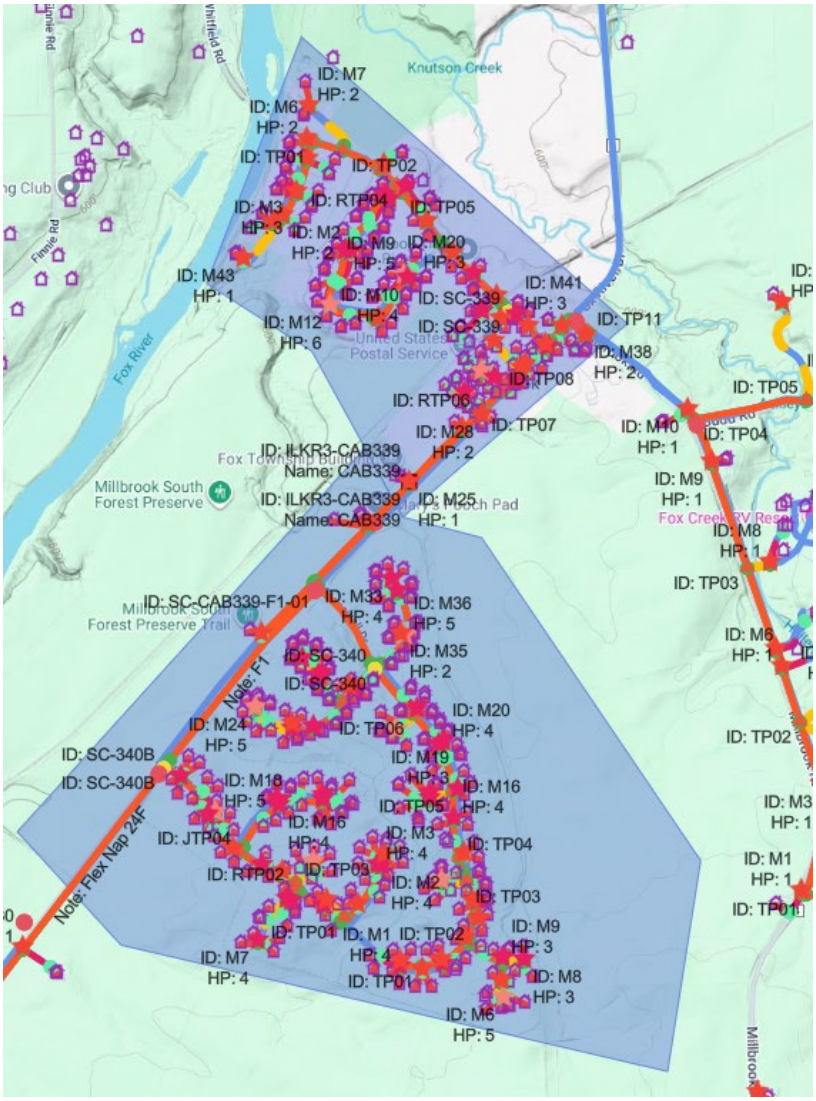
Ring 3: Yorkville South of Fox River and Greenbriar subdivision (unshaded areas are planned for second phase)



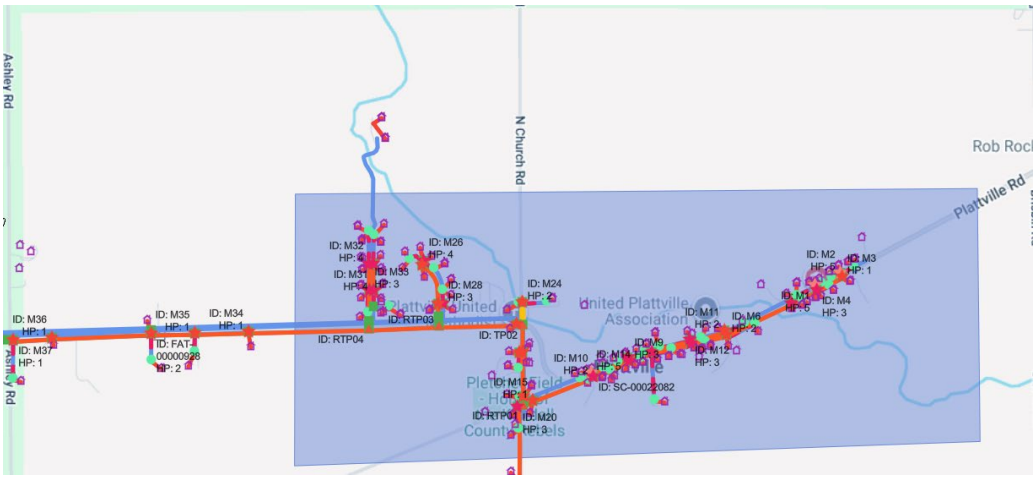
Ring 3 – Newark (Unshaded areas are planned for second phase)



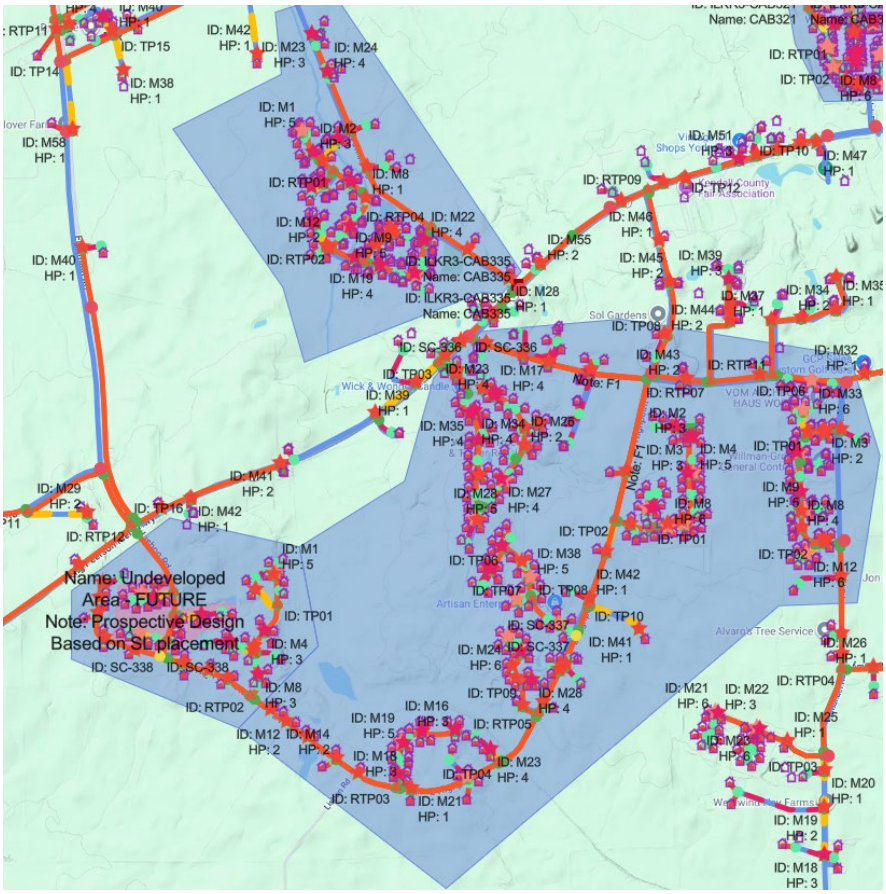
Ring 3 –Millbrook and Millbrook Estates (unshaded areas are planned for second phase)



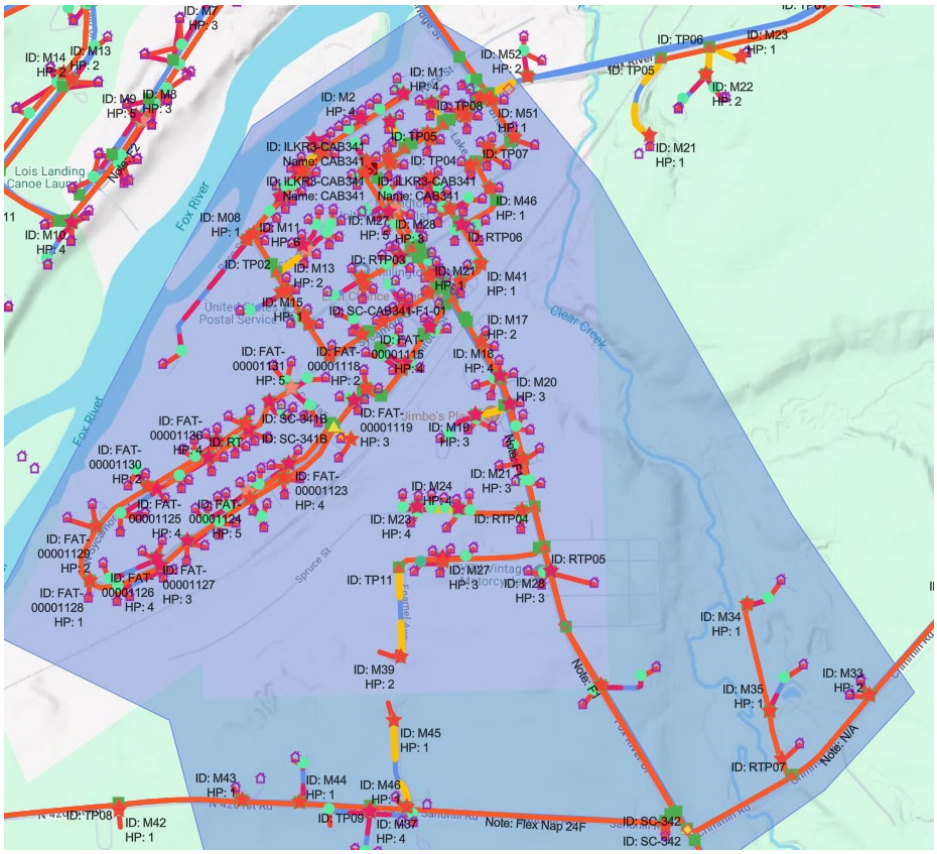
Ring 3 – Plattville (unshaded areas are planned for second phase)



Ring 3 –Legion Rd, Cotswold, and Pavillion (unshaded areas are planned for second phase)



Ring 3 –Millington (unshaded areas are planned for second phase)


ID: M14
HP: 2
ID: M13
HP: 2
ID: M9
HP: 5
ID: M8
HP: 3
ID: M10
HP: 4
Lois Landing
Canoe Launch
Fox River
ID: M08
HP: 1
ID: M11
HP: 5
ID: TP02
ID: M13
HP: 2
ID: M15
HP: 1
ID: M2
HP: 4
ID: M1
HP: 4
ID: TP08
ID: TP05
ID: TP04
ID: TP07
ID: ILKR3-CAB341
Name: CAB341
ID: M27
HP: 5
ID: M28
HP: 3
ID: RTP06
ID: RTP03
ID: M21
HP: 1
ID: M41
HP: 1
ID: SC-CAB341-F1-01
ID: M17
HP: 2
ID: M18
HP: 4
ID: M20
HP: 3
ID: M19
HP: 3
ID: FAT-
00001131
HP: 5
ID: FAT-
00001118
HP: 2
ID: FAT-
00001115
HP: 4
ID: FAT-
00001119
HP: 3
ID: SC-3418
ID: RT
ID: FAT-
00001130
HP: 2
ID: FAT-
00001123
HP: 4
ID: FAT-
00001125
HP: 4
ID: FAT-
00001124
HP: 5
ID: FAT-
00001129
HP: 2
ID: FAT-
00001126
HP: 4
ID: FAT-
00001127
HP: 3
ID: FAT-
00001128
HP: 1
ID: M24
HP: 4
ID: M21
HP: 3
ID: M23
HP: 4
ID: RTP04
ID: RTP05
ID: TP11
ID: M27
HP: 3
ID: M28
HP: 3
ID: M39
HP: 2
ID: M45
HP: 1
ID: M43
HP: 1
ID: M44
HP: 1
ID: M46
HP: 4
ID: TP09
ID: M47
HP: 4
Note: Flex Nap 24F
ID: SC-342
ID: SC-342
ID: TP08
ID: M42
HP: 1
ID: TP06
ID: M23
HP: 1
ID: TP05
ID: M22
HP: 2
ID: M21
HP: 1
ID: M52
HP: 2
ID: M51
HP: 1
ID: M46
HP: 1
ID: M34
HP: 1
ID: M35
HP: 1
ID: M33
HP: 2
ID: RTP07
Note: N/A
Clear Creek
Spruce St

The Community Anchor Institutions are:

The Underserved and Unserved Locations are:

Community Anchor Institutions

OBJECTID	Name	Type	Address	City	latitude	longitude	Project	Connectivity Offered
1	Lisbon Village Hall	City	104 N Canal St	Newark	41.4799934	-88.4824808	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
2	Newark Village Hall	City	101 Lions Ave	Newark	41.5387993	-88.58378	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
3	Oswego Public Works Department	City	100 Theodore Dr	Oswego	41.6762687	-88.3400162	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
4	Oswego Village Hall	City	100 Parkers Mill	Oswego	41.6859856	-88.3580513	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
5	Plano City Hall	City	17 E Main St	Plano	41.6630452	-88.5365885	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
21	Lisbon-Seward FPD Station 2	Fire	6410 Chicago Rd	Yorkville	41.5336706	-88.374253	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
93	Kendall Township Building	Township	9925 Route 47	Yorkville	41.5759287	-88.4357786	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
89	Yorkville Middle	School	920 Prairie Crossing Drive	Yorkville	41.6171198	-88.4220081	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
13	Highway Department	County	6780 Route 47	Yorkville	41.6218046	-88.4476475	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
16	Bristol Kendall FPD Station 1	Fire	103 E Beaver St	Yorkville	41.6313076	-88.4481491	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
31	Hoover Forest Preserve - Meadowhawk Lodg	Forest Preserve	11285 W Fox Rd	Yorkville	41.6336826	-88.4759297	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
88	Yorkville Intermediate	School	103 Schoolhouse Road	Yorkville	41.6347907	-88.4461274	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
30	Hoover Forest Preserve - Education Center	Forest Preserve	11285 W Fox Rd	Yorkville	41.6352322	-88.4777536	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
58	Circle Center Grade	School	901 Mill Street	Yorkville	41.6357773	-88.4448313	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
10	County Office Building	County	111 W Fox Street	Yorkville	41.6394207	-88.4483856	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
14	Historic Courthouse	County	110 W Madison St	Yorkville	41.640367	-88.4481017	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
48	Yorkville Bristol Sanitary	Sanitary	304 River St	Yorkville	41.6450548	-88.4492769	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
85	Yorkville Grade	School	201 W. Somonauk Street	Yorkville	41.6493898	-88.4493236	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
19	Joliet Fire Department Staion 10	Fire	1599 John D. Paige Dr	Joliet	41.5490868	-88.2789049	Kendall 3	100 Mbps Fixed Wireless Access
20	Lisbon -Seward FPD Station 1	Fire	104 S Canal St	Newark	41.6597923	-88.5029633	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
7	Yorkville Public Works Department	City	610 Tower Ln	Yorkville	41.6498735	-88.4467359	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
22	Little Rock-Fox FPD Station 1	Fire	5 E North St	Plano	41.6639458	-88.5370161	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
23	Little Rock-Fox FPD Station 2	Fire	31 Hudson St	Millbrook	41.5992276	-88.5537299	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
24	Little Rock-Fox FPD Station 3	Fire	300 Mitchell Dr	Plano	41.6597923	-88.5029633	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
25	Newark Fire Department	Fire	101 E Main St	Newark	41.5373226	-88.5819255	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
26	Oswego FPD Station 1	Fire	3511 Wooley Rd	Oswego	41.6724478	-88.3280849	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
27	Oswego FPD Station 2	Fire	2200 Wiesbrook Dr	Oswego	41.7160864	-88.3124734	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
28	Oswego FPD Station 3	Fire	2200 Galena Rd	Montgomery	41.7123948	-88.3751815	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
29	Oswego FPD Station 4	Fire	27100 W 127th St	Plainfield	41.6508852	-88.2781515	Kendall 1	100 Mbps Fixed Wireless Access
87	Yorkville High School Academy	School	702 Game Farm Road	Yorkville	41.6505563	-88.4501628	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
46	Yorkville Police Department	Police	800 Game Farm Rd	Yorkville	41.6516325	-88.4505867	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
32	CB Phillips Library	Library	6 N Jackson St	Newark	41.5375854	-88.5819794	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
33	Oswego Library 1	Library	32 W Jefferson St	Oswego	41.6851694	-88.3508458	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
34	Oswego Library 2	Library	1111 Reading Dr	Montgomery	41.7207291	-88.29558	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
35	Plano Library	Library	15 W North St	Plano	41.6631222	-88.538138	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
86	Yorkville High	School	797 Game Farm Road	Yorkville	41.6518921	-88.4530114	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
37	Boulder Point	Park District	0 Boulder Hill Pass	Montgomery	41.7161089	-88.346807	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
38	Civic Center	Park District	5 Ashlawn Av	Montgomery	41.7031451	-88.3450382	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
39	Fox Bend Golf Course	Park District	3516 Route 34	Oswego	41.6927535	-88.3288512	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
40	Little White School Museum	Park District	72 Polk St	Oswego	41.6825982	-88.3487979	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
41	Prairie Point Center	Park District	313 E Washington St	Oswego	41.6756936	-88.346778	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
42	South Point Center	Park District	810 Preston Ln	Oswego	41.6806293	-88.3260984	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
43	Winrock Pool	Park District	21 Winrock Rd	Montgomery	41.7151583	-88.3263584	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
44	Oswego Police Department	Police	3355 Woolley Rd	Oswego	41.672309	-88.3262225	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
45	Plano Police Department	Police	111 E Main St	Plano	41.6633531	-88.5356186	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
36	Yorkville Public Library	Library	902 Game Farm Rd	Yorkville	41.6525364	-88.4502514	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
47	Fox Metro Wastewater Reclamation District	Sanitary	682 Route 31	Oswego	41.7127624	-88.3544862	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
8	Animal Control	County	802 John St	Yorkville	41.6566968	-88.4619866	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
9	Coroner's Office	County	804 John St	Yorkville	41.656728	-88.4624228	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
50	Aux Sable Middle	School	2001 Wildspring Parkway	Joliet	41.5576832	-88.2847733	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
51	Boulder Hill	School	163 BOULDER HILL PASS	Montgomery	41.7093537	-88.3386924	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
15	Sheriff's Office	County	1102 Cornell Ln	Yorkville	41.6573458	-88.4624684	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
53	Bristol Grade	School	23 Hunt Street	Bristol	41.689515	-88.4286638	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
54	Brokaw ELC	School	1000 FIFTH STREET	Oswego	41.695469	-88.2948148	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
55	Centennial Elementary	School	800 S West St	Plano	41.6553788	-88.5366951	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
56	Charles Reed Elementary	School	2110 Clublands Parkway	Plainfield	41.5596216	-88.2642437	Kendall 3	100 Mbps Fixed Wireless Access
57	Churchill	School	520 SECRETARIAT LANE	Oswego	41.6944101	-88.2973363	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
12	Health Department	County	811 John St	Yorkville	41.6592276	-88.4648695	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
59	Emily G Johns Intermediate	School	430 Mitchell Dr	Plano	41.6579207	-88.5024701	Kendall 1	10 Gbps EPL with 1+1 Route Diversity

60	Fox Chase	School	260 FOX CHASE DRIVE NORTH	Oswego	41.6956069	-88.3618724	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
61	Grande Park	School	26933 GRANDE PARK BOULEVARD	Plainfield	41.6404056	-88.2721757	Kendall 3	100 Mbps Fixed Wireless Access
11	Courthouse Building	County	807 John St	Yorkville	41.6592899	-88.4621573	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
63	Hunt Club	School	4001 HUNT CLUB DRIVE	Oswego	41.6529118	-88.3749555	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
64	Jones Elementary	School	800 Barberry Way	Joliet	41.5358703	-88.2665452	Kendall 3	100 Mbps Fixed Wireless Access
65	Lakewood Creek	School	2301 LAKEWOOD CREEK DRIVE	Montgomery	41.7141286	-88.3983888	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
66	Lisbon Grade School	School	127 S Canal St	Newark	41.4780017	-88.4816401	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
67	Long Beach	School	67 LONG BEACH ROAD	Montgomery	41.7112198	-88.3280873	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
68	Millbrook Junior High	School	8411 Fox River Dr	Millbrook	41.5972639	-88.5549316	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
69	Murphy	School	26923 WEST GRANDE PARK BOULEVARD	Plainfield	41.6418158	-88.2723616	Kendall 3	100 Mbps Fixed Wireless Access
70	Newark Elementary and High	School	413 Chicago Rd	Newark	41.541736	-88.5792983	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
71	Old Post	School	100 OLD POST ROAD	Oswego	41.7050758	-88.3297136	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
72	Oswego East High	School	1525 HARVEY ROAD	Oswego	41.6998501	-88.2803864	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
73	Oswego High	School	4250 ROUTE 71	Oswego	41.6828238	-88.3411635	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
74	PH Miller Elementary	School	904 N Lew St	Plano	41.6714826	-88.5351224	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
75	Plainfield South High	School	7800 W Caton Farm Rd	Plainfield	41.5627103	-88.273145	Kendall 3	100 Mbps Fixed Wireless Access
76	Plank	School	510 SECRETARIAT LANE	Oswego	41.6927804	-88.2969715	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
77	Plano Area Special Education Cooperative	School	800 S Hale St	Plano	41.656492	-88.5329428	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
78	Plano High	School	704 W Abe St	Plano	41.6658394	-88.5467134	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
79	Plano Middle	School	804 S Hale St	Plano	41.6555779	-88.5326001	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
80	Prairie Point	School	3650 GROVE ROAD	Oswego	41.6694958	-88.3455998	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
81	Southbury	School	820 PRESTON LANE	Oswego	41.6810688	-88.3256524	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
82	Thomas Jefferson Elementary	School	1900 Oxford Way	Joliet	41.5560153	-88.2854761	Kendall 3	100 Mbps Fixed Wireless Access
83	Thompson	School	440 BOULDER HILL PASS	Oswego	41.6963195	-88.335207	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
84	Traughber	School	570 COLCHESTER	Oswego	41.6706899	-88.3310383	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
6	Yorkville City Hall	City	651 Prairie Pointe Dr	Yorkville	41.6637553	-88.43074	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
17	Bristol Kendall FPD Station 2	Fire	2101 McHugh Rd	Yorkville	41.6689105	-88.4334319	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
49	Autumn Creek	School	2377 Autumn Creek Blvd	Yorkville	41.6695294	-88.4215998	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
62	Grande Reserve	School	3142 Grande Trail	Yorkville	41.6885264	-88.4019542	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
18	Bristol Kendall FPD Station 3	Fire	4400 Rosenwinkel St	Yorkville	41.7041872	-88.4358823	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
90	Big Grove Township Building	Township	406 E Franklin St	Newark	41.5326873	-88.5780905	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
91	Bristol Township Building	Township	9075 Corneils Rd	Bristol	41.6917703	-88.429542	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
92	Fox Township Building	Township	8495 Fox River Dr	Millbrook	41.5956928	-88.5569791	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
52	Bristol Bay Elementary	School	427 Bristol Bay Drive	Yorkville	41.7126016	-88.4320633	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
94	Little Rock Township Building	Township	611 W Main St	Plano	41.6609046	-88.5442469	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
95	Na-Au-Say Township Building	Township	1312 Wheeler Rd	Plainfield	41.5925564	-88.2821323	Kendall 3	100 Mbps Fixed Wireless Access
96	Oswego Township Building	Township	99 Boulder Hill Pass	Montgomery	41.7137942	-88.3458915	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
97	Seward Township Building	Township	14719 O'Brien Rd	Minooka	41.5088926	-88.3319144	Kendall 3	100 Mbps Fixed Wireless Access

Project	Total	Served by EPL	Served by FWA
Kendall 1 Total	63	63	0
Kendall 3 Total	34	24	10

The Grantee is a government entity located at 504 S. Main Street in Yorkville providing essential public services to residents in Kendall County.

This Grant-funded project will include a portion of the costs associated with bringing Fiber to the Premise (FTTP) broadband and/or fixed wireless (FW) services to unserved and underserved residents, businesses and community anchor institutions in parts of Kendall County. The network will provide speeds of 10 Gbps symmetrical to private network customers, 1 Gbps symmetrical to FTTP customers, and a minimum of 100 Mbps symmetrical to FW customers. The FW towers feature 5GNR radios and cover all KenCom EMS service areas, including all of Kendall County and parts of all neighboring counties. Each middle mile ring supports last-mile XGS-PON FTTP networks, as well as fiber connections to FW towers, ensuring serviceable locations in the project area have access to at least 100 Mbps symmetrical service. The project will be owned by Fox Fiber, a not-for-profit corporation established in compliance with IRS rule 63-20 on behalf of Kendall County. Fox Fiber maintains a comprehensive development agreement with the County to construct and finance the project in exchange for grant funds. Fox Fiber has contracted with Pivot Tech LLC to oversee the construction and operate the network until such time all debts are retired, and the network becomes property of Kendall County. The project will provide state-of-the-art broadband services built over approximately thirty-eight (38) miles of middle mile fiber including last mile fiber to approximately total locations made up of eight hundred ninety-nine (899) unserved and six hundred thirty-four (634) underserved premises either with a direct fiber connection where economically possible at 1 Gbps symmetrical or via a direct fiber connection to a FW base station that is capable of serving the premise at a minimum of 100 Mbps symmetrical. These premises are located in or near the communities of Yorkville, Plano, Milbrook, Newark, Millington, Lisbon, and Plattville. Specifically, this project will cover the following FCC Fabric v3.2 locations:

1088161295	1024793563	1024751251	1024762596	1024762813	1024762968
1088150905	1024795048	1024751253	1024762598	1024762816	1024762965
1088150903	1024795045	1024751244	1024761828	1024762759	1024762969
1088150878	1024790686	1024751250	1024761821	1024762788	1024762970
1088150886	1024790694	1024751255	1024747957	1024762795	1024762296

1088150908	1024790662	1024751228	1024761834	1024762796	1024762305
1088150872	1024790687	1024751248	1024761741	1024762822	1024762967
1088150902	1024790688	1024791731	1024761751	1024762827	1024762971
1088150981	1024790701	1024791732	1024761735	1024762877	1024762306
1088150876	1024790417	1024791735	1024779055	1024762878	1024762973
1088150900	1024794046	1024791739	1024761734	1024762767	1024762960
1088150879	1024786248	1024791749	1024761729	1024762768	1024762961
1088150917	1024783225	1024791753	1024761732	1024762770	1024762382
1088150975	1024794967	1024791758	1024761727	1024762773	1024762963
1088150894	1024794045	1024791761	1024761752	1024762792	1024762972
1088150898	1024794666	1024791763	1024761755	1024762807	1024762992
1088151183	1024794667	1024751241	1024761744	1024762815	1024762991
1088151198	1024794670	1024751243	1024761757	1024762820	1024762964
1088151181	1024794674	1024751258	1024761393	1024762824	1024762979
1088151182	1024794671	1024751264	1024761391	1024762836	1024762966
1088150893	1024794672	1024751266	1024761394	1024762839	1024762976
1088150914	1024794675	1024751283	1024761396	1024762758	1024762981
1088161258	1024794678	1024794602	1024761736	1024762761	1024762987
1088150987	1024783165	1024794630	1024790602	1024762775	1024762993
1088161248	1024783167	1024789819	1024779054	1024762781	1024762917
1088161249	1024783173	1024789839	1024779057	1024762783	1024762984
1088161250	1024783177	1024789837	1024761749	1024762800	1024763035
1088161300	1024783190	1024789826	1024779053	1024762803	1024763029
1088161297	1024784173	1024789848	1024779056	1024762819	1024763037
1088161290	1024783214	1024789822	1024761742	1024762845	1024763038
1088161292	1024794689	1024789864	1024761740	1024762846	1024763030
1088149381	1024783196	1024784196	1024761745	1024762730	1024763040
1088147825	1024783212	1024789850	1024761739	1024762756	1024763036
1088147801	1024794715	1024789836	1024761766	1024762834	1024763027
1088147821	1024794735	1024789845	1024761738	1024762835	1024763028
1088147819	1024794743	1024789857	1024761750	1024762757	1024763032
1088147804	1024794696	1024751511	1024761765	1024762823	1024763033
1088147812	1024794718	1024751524	1024780298	1024762793	1024763034
1088147810	1024794724	1024751496	1024761392	1024762734	1024763026
1088147817	1024794730	1024751513	1024780301	1024762736	1024762387
1088147823	1024794742	1024751525	1024780306	1024762740	1024761164
1088147789	1024794713	1024784197	1024790596	1024762741	1024761175
1088147786	1024794719	1024784198	1024780308	1024762735	1024763025
1088147829	1024794741	1024793539	1024780311	1024762821	1024761156
1088147814	1024794691	1024751530	1024780297	1024762791	1024761189
1088147816	1024794701	1024751494	1024761395	1024763192	1024761170
1088147834	1024794705	1024751498	1024790594	1024763197	1024761187
1088147797	1024794707	1024751505	1024791849	1024763224	1024762990
1088147807	1024794708	1024751506	1024761538	1024763211	1024762988
1088147827	1024794754	1024751528	1024761539	1024763221	1024762978
1088147828	1024794755	1024751499	1024791854	1024763190	1024762384
1088147833	1024794747	1024751508	1024783923	1024762472	1024762390
1088148367	1024783977	1024784202	1024762303	1024762455	1024763031
1088148374	1024783981	1024751050	1024791846	1024761183	1024790660

1088148375	1024783275	1024751058	1024791847	1024761071	1024790657
1088148376	1024794665	1024784201	1024791850	1024762436	1024790659
1088148380	1024794668	1024751059	1024791848	1024762440	1024762301
1088148381	1024794677	1024751047	1024791853	1024762445	1024762297
1088148391	1024794725	1024784199	1024790590	1024762441	1024762308
1088148401	1024783416	1024751048	1024790591	1024762450	1024762299
1088148410	1024783432	1024784200	1024790598	1024761077	1024783924
1088148411	1024783449	1024789865	1024761587	1024761009	1024783925
1088147793	1024794673	1024794559	1024762215	1024761070	1024762975
1088147790	1024794676	1024794557	1024762219	1024761171	1024790658
1088147831	1024794700	1024794556	1024762224	1024761154	1024793556
1088147798	1024794748	1024794563	1024762229	1024761176	1024793566
1088147813	1024783421	1024794569	1024761553	1024761150	1024762989
1088147820	1024783434	1024794565	1024761567	1024761160	1024762962
1088147794	1024794679	1024794547	1024761573	1024761149	1024762995
1088147796	1024794669	1024794555	1024761582	1024761157	1024762974
1088147799	1024794720	1024794551	1024761584	1024761184	1024762977
1088147800	1024794727	1024794545	1024761594	1024762419	1024762985
1088147822	1024794737	1024794558	1024762214	1024762464	1024762986
1088147802	1024784031	1024794564	1024762221	1024762412	1024762980
1088147815	1024784032	1024794561	1024791728	1024762449	1024762983
1088146179	1024783988	1024789855	1024754205	1024761058	1024790661
1088146178	1024794111	1024789844	1024791726	1024761310	1024761868
1088146182	1024794117	1024789827	1024761542	1024761037	1024761869
1088145962	1024786006	1024789858	1024761545	1024761052	1024761877
1088146169	1024794949	1024794553	1024761554	1024761024	1024761886
1088146172	1024794995	1024794560	1024761563	1024761066	1024761887
1088146174	1024765397	1024789849	1024761564	1024761192	1024761891
1088145961	1024765399	1024750751	1024761572	1024761076	1024761894
1088148379	1024765401	1024750736	1024761574	1024761165	1024761896
1088149252	1024764133	1024750740	1024761576	1024761045	1024761864
1088149253	1024764130	1024751571	1024761578	1024761174	1024761912
1088149263	1024772419	1024751575	1024761588	1024761185	1024761865
1088149274	1024772424	1024751583	1024761590	1024761075	1024761888
1088149284	1024764135	1024751579	1024761591	1024761168	1024761867
1088149290	1024764111	1024751581	1024754203	1024761055	1024761882
1088149306	1024795106	1024751573	1024754224	1024761025	1024761905
1088149307	1024795071	1024750724	1024761544	1024761065	1024761860
1088149332	1024795108	1024750718	1024761549	1024761050	1024761863
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1088149334	1024795081	1024751570	1024761558	1024761060	1024761910
1088149342	1024795109	1024751574	1024761560	1024761046	1024761862
1088149345	1024795118	1024751572	1024761583	1024761047	1024761874
1088149347	1024795105	1024750579	1024761604	1024761034	1024761884
1088147294	1024795092	1024750584	1024762217	1024761072	1024761889
1088147541	1024795099	1024751578	1024762218	1024761029	1024761897
1088147153	1024795116	1024751582	1024762227	1024761069	1024761901
1088147165	1024795067	1024751577	1024762228	1024761068	1024761911
1088147264	1024795070	1024750633	1024761543	1024761073	1024761866

1088147270	1024795083	1024750743	1024761568	1024761074	1024761880
1088147297	1024795103	1024750731	1024761570	1024761155	1024761870
1088147269	1024774133	1024750737	1024761575	1024763129	1024762302
1088147288	1024774139	1024751115	1024761580	1024761167	1024761883
1088148350	1024774145	1024751158	1024761589	1024761148	1024761900
1088148351	1024772291	1024751095	1024761593	1024761182	1024761904
1088148356	1024774142	1024751569	1024761595	1024761191	1024761909
1088148358	1024795100	1024751157	1024761596	1024761687	1024761890
1088148362	1024795074	1024751580	1024761597	1024761152	1024761892
1088148365	1024795107	1024751108	1024761566	1024761317	1024761893
1088148372	1024795096	1024751104	1024761571	1024761159	1024761873
1088148385	1024792158	1024751096	1024761577	1024761323	1024761885
1088148386	1024795084	1024751097	1024761579	1024761169	1024761895
1088148405	1024795101	1024751106	1024761586	1024761190	1024761898
1088149261	1024795111	1024751162	1024761598	1024761153	1024761902
1088149268	1024795090	1024751159	1024790595	1024761178	1024761871
1088149275	1024751761	1024751164	1024762216	1024761161	1024761879
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1088149308	1024751066	1024750717	1024762226	1024761163	1024762577
1088149309	1024751759	1024750726	1024762223	1024761180	1024762006
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1088149318	1024751061	1024750732	1024761559	1024761173	1024762012
1088149324	1024750848	1024750719	1024761581	1024761158	1024762013
1088149331	1024751399	1024750716	1024761548	1024761313	1024762015
1088149338	1024751404	1024750730	1024791725	1024761295	1024762018
1088149340	1024751405	1024750745	1024791727	1024761280	1024762019
1088149346	1024751397	1024750746	1024754201	1024761297	1024762020
1088148352	1024750846	1024751116	1024754207	1024761316	1024762021
1088148354	1024749265	1024751182	1024754213	1024761326	1024762025
1088148359	1024751601	1024750725	1024754215	1024761186	1024762028
1088148361	1024749264	1024750727	1024761541	1024761162	1024762032
1088148369	1024749658	1024751180	1024761546	1024761179	1024762037
1088148377	1024750255	1024751196	1024761547	1024762416	1024762574
1088148383	1024750847	1024751184	1024761551	1024762438	1024761876
1088148388	1024751444	1024750735	1024761552	1024762471	1024762016
1088148390	1024751430	1024750753	1024761556	1024762474	1024762023
1088148394	1024751439	1024750741	1024761562	1024762421	1024762029
1088148398	1024751441	1024751420	1024761565	1024762463	1024762030
1088148402	1024751443	1024751455	1024761569	1024761276	1024762035
1088148404	1024751446	1024751464	1024761585	1024761302	1024761861
1088148407	1024751454	1024751452	1024761592	1024761281	1024761872
1088148409	1024751451	1024751417	1024754199	1024761303	1024761907
1088148368	1024751431	1024751428	1024754202	1024761296	1024762005
1088149251	1024751449	1024751432	1024754209	1024761043	1024762008
1088149255	1024751422	1024751434	1024754214	1024761061	1024762024
1088149294	1024751437	1024751467	1024754219	1024761027	1024762009
1088149305	1024751456	1024751445	1024754221	1024761275	1024762011

1088147274	1024751457	1024751436	1024754225	1024761273	1024762017
1088147299	1024751461	1024751421	1024761555	1024761284	1024762027
1088147824	1024751510	1024751426	1024761540	1024761308	1024762034
1088145299	1024751509	1024751429	1024754197	1024761318	1024761875
1088145312	1024751517	1024751442	1024754206	1024763208	1024761878
1088145301	1024751519	1024750572	1024754210	1024763200	1024761881
1088145295	1024751447	1024750573	1024754217	1024761282	1024761899
1088147268	1024751427	1024750587	1024754218	1024761026	1024761903
1088147151	1024751440	1024750613	1024754226	1024761036	1024761908
1088147154	1024751448	1024750640	1024754198	1024761064	1024762031
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1088147178	1024751453	1024750618	1024754208	1024761311	1024762571
1088147292	1024751463	1024750569	1024754211	1024761325	1024762575
1088147272	1024751435	1024750599	1024754212	1024761292	1024762576
1088147273	1024751423	1024750624	1024754216	1024761306	1024762581
1088147276	1024751424	1024750583	1024754220	1024761294	1024762582
1088146446	1024751460	1024750592	1024754223	1024761278	1024762583
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1088146452	1024751512	1024750636	1024754236	1024761286	1024762586
1088147436	1024751468	1024750590	1024754222	1024761309	1024762007
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PREDEVELOPMENT AGREEMENT

BY AND BETWEEN

KENDALL COUNTY, ILLINOIS

AND

PIVOT TECH DEVELOPMENT INC.

DATED MAY 7, 2024

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PREDEVELOPMENT AGREEMENT

This PREDEVELOPMENT AGREEMENT (this "**Agreement**"), dated as of the ___ day of May, 2024 (the "**Effective Date**"), is entered into between Kendall County, Illinois, a body politic of the State of Illinois ("**County**"), and Pivot Tech Development Inc., a Delaware corporation ("**Developer**" or "**Pivot**").

RECITALS

WHEREAS, on April 25, 2023, the County issued a Request for Proposal titled "Public-Private Partnership in Providing Fiber to the Home and Internet Services" (the "**Solicitation**") seeking certain services in connection with a project designed to expand fiber optic connectivity throughout the County (the "**Project**");

WHEREAS, Pivot, in conjunction with its consortium partners (Aecon Construction US, Inc., Alma Global Infrastructure, Inc., Ciena, Inc., Flexnode, Inc., Mobia, Inc., and Widelity, Inc.), successfully responded to the Solicitation with the submission of a proposal dated June 14, 2023 (the "**Proposal**") and was awarded the Project by the County pursuant to the terms of the Solicitation;

WHEREAS, the County and Pivot previously entered into a Services Agreement, dated January 24, 2024, as amended by that certain First Amendment to the Services Agreement, dated April 19, 2024 (collectively referred to herein as the "**Services Agreement**") setting forth certain responsibilities and obligations of the County and Pivot for the specified predevelopment services set forth therein, and the County and Pivot desire for that Services Agreement to be superseded and replaced by this Agreement;

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

ARTICLE I.
DEFINITIONS

Section 1.01. Definitions. The following defined terms shall have the meanings set out below:

(a) "**Affiliate**" means, with respect to a person, any other person directly or indirectly controlling, controlled by, or under common control with such first person. As used in this Agreement, the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policy and/or policies of a person, whether through ownership of voting securities, by contract, or otherwise.

(b) "**Bankruptcy**" means any of the following: (i) the filing of a voluntary petition under any federal or state law for the relief of debtors; (ii) the filing of an involuntary proceeding under any such law; (iii) the making of a general assignment for the benefit of the assignor's creditors; (iv) the appointment of a receiver or trustee for a substantial portion of a person's assets; or (v) the seizure by a sheriff, receiver, or trustee

of a substantial portion of a person's assets; provided, however, that no bankruptcy shall be deemed to have occurred in the case of an event described in clause (ii), (iv), or (v) above until the proceeding, appointment, or seizure has been pending for ninety (90) days.

(c) **Intentionally Omitted.**

(d) "**Event of Default**" means the occurrence and continuance of any one or more of the following events beyond the expiration of any applicable grace and/or cure period:

(i) any breach or default by either party involving the payment of money under this Agreement; provided, however, that before such breach or default is deemed an Event of Default, the defaulting party shall have: (A) received notice from the non-defaulting party of such breach or default; and (B) failed to cure or remedy such breach or default within thirty (30) days following such notice;

(ii) any breach or default by either party of any nonmonetary covenant, duty, obligation, representation, or warranty under this Agreement; provided, however, that before such breach or default is deemed an Event of Default, the defaulting party shall have: (A) received notice from the non-breaching party of such breach or default; and (B) failed to cure or remedy such breach or default within sixty (60) days following the date of such notice; provided that if such default is not curable within such sixty (60) day period, it shall not be an Event of Default unless the breaching party fails to commence such cure within such sixty (60) day period and fails to diligently and continuously pursue such a cure or remedy thereafter;

(iii) a Bankruptcy or dissolution with respect to either party;

(iv) Developer or County is grossly negligent or engages in fraud, bad faith, or other willful misconduct in connection with their respective obligations under this Agreement.

(e) "**Financial Close**" means the final execution of all documents relating to the Project Financing proposed in Section 3.04.

(f) "**Force Majeure Event**" means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) moratorium on the issuance of governmental approvals; (v) governmental authority, proclamations, orders, laws, actions, or requests; (vi) embargoes or blockades in effect on or after the date of this Agreement; (vii) epidemics, pandemics, or other national or regional public health emergencies; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (ix) shortages of supplies, adequate power, or transportation facilities.

(g) "**Predevelopment Costs**" means the predevelopment costs for the Services included in Exhibit A attached hereto.

(h) "**Project**" is defined in the Recitals hereof.

(i) "**Project Documents**" has the meaning set forth in Section 2.05.

(j) "**Property**" means that certain the real property owned by the County or the County's designee upon which the Project is proposed be completed by the Developer.

(k) "**Services**" means the predevelopment services to be provided by the Developer and has the meaning set forth in Section 2.01, and as set forth in Exhibit A.

(l) "**Term**" has the meaning set forth in Section 4.01.

ARTICLE II.
APPOINTMENT; SERVICES

Section 2.01. Appointment; Services. Pursuant to the Solicitation and award of the Project by the County, the County hereby appoints Developer, and Developer accepts the appointment, to provide the predevelopment services set forth in Exhibit A with respect to the design, development and construction of the Project (the "**Services**"), and to assist County in the planning of the Project in accordance with the terms and conditions of this Agreement. Developer shall perform the Services within the timeframes set forth in Exhibit A. Developer shall provide all administrative, management, accounting, reporting, and other services necessary to provide the Services. Developer shall not incur any costs and expenses to be paid by County in connection with planning the Project or providing the Services unless such costs are provided for in the Predevelopment Costs set forth in Exhibit A or otherwise approved by County in writing, in County's sole discretion.

Section 2.02. Standard of Care. Developer shall perform the Services in accordance with the degree of professional care, skill, judgment, and diligence ordinarily exercised by project developers regularly developing and operating development projects similar in scope. Developer shall fully and faithfully discharge its obligations and responsibilities hereunder and shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement.

Section 2.03. Relationship of the Parties. Developer acknowledges and agrees that it is acting under this Agreement solely as an independent contractor, and not as a partner, joint venturer, or employee of County. Developer shall have no authority to act for, bind, or obligate County in any manner whatsoever, except to the extent specifically set out in this Agreement or as may be specifically authorized in writing by County.

Section 2.04. Employees. Developer shall assign to the Project such staff, affiliates, partners and subcontractors as may be reasonably required to perform the Services with due diligence. All persons employed or contracted by Developer in connection with the Services will be Developer's employees, independent contractors or subcontractors and will not be the employees or agents of the County, and the County shall have no liability, responsibility, or

authority regarding them. Developer is solely responsible for the salaries of its employees and any employee benefits to which they may claim to be entitled. Developer will fully comply with all applicable laws and regulations relating to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related laws.

Section 2.05. Ownership of Documents. All contracts, studies, drawings, plans, specifications, reports, surveys, feasibility studies, zoning analyses, photographs, books and records, projections, and other documents prepared by Developer or under Developer's direction relating to the Project ("**Project Documents**"), and all rights in the Project Documents, shall be the sole property of County.

Section 2.06. Compliance with Laws. Developer shall perform all Services and prepare all Project Documents in compliance with all applicable laws, statutes, rules, regulations, encumbrances, and conditions, covenants, and restrictions that affect the design, development, construction, or use of the Project.

Section 2.07. Books and Records. Developer shall maintain all books and records relating to the Project in accordance with commercially reasonable practices, including: (a) financial records and payment requisitions; and (b) construction contracts, plans and specifications, shop drawings, product data, samples, applicable manuals and handbooks, maintenance and operating manuals and instructions, warranties, and other documents, purchase orders, contracts, agreements, approvals, correspondence, and other writings related to the Project. County shall have the right to review and copy such materials and other documents that relate to the Project. All such records shall be the property of County upon completion of the Services.

Section 2.08. Property Access. Commencing on the Effective Date and continuing through the Term, the Developer and its agents, contractors, subcontractors, consultants, licensees and representatives (collectively, "**Developer's Representatives**") shall have reasonable access to the Property for the purpose of conducting studies, investigations, inspections and tests of the Property as Developer deems reasonably necessary or desirable, including surveys, studies and architectural, engineering, geo-technical and environmental inspections and tests, as applicable. Developer's access to any property not owned or controlled by the County shall be monitored and approved by the County during the Term of this Agreement. It is understood and agreed to by the parties that access, ownership and or control of any real property required to plan and/or develop the Project shall be the responsibility of the Developer to secure.

ARTICLE III.
PREDEVELOPMENT COSTS; PROPOSED PROJECT FINANCING

Section 3.01. Payment of Predevelopment Costs. In full consideration of the Services to be performed by the Developer set forth herein, the County hereby agrees to pay Developer the Predevelopment Costs subject to the completion of the Services, or upon achieving specific milestones set forth in writing by the parties, all to the satisfaction of the County in its sole discretion, in the amounts as set forth in Exhibit A attached hereto. The County shall only be responsible for actual Predevelopment Costs incurred and properly invoiced by the Developer. Should the Developer identify additional expenditures necessary for the Project that are not included in Exhibit A, the Developer shall notify and submit such proposed additional

expenditures to the County for review. Any additional expenditures in excess of the amounts included in Exhibit A must be approved by the County Board in the form of an amendment to this Agreement. The County shall not be responsible for the payment of Predevelopment Cost (including any additional expenditures approved by the County Board) in excess of an aggregate of One Million Five Hundred Thousand Dollars and No Cents (US $1,500,000.00), and will not seek approval from the County Board for any additional expenditures that would exceed this amount. Except as otherwise expressly set forth in this Agreement, Developer shall not be entitled to any other payments or reimbursements from County in connection with the provision of the Services or any aspect of the predevelopment phase of the Project. County shall pay the amounts due and owing under this Agreement pursuant to the Local Government Prompt Payment Act.

Section 3.02. Developer's Default. Upon the occurrence of an Event of Default, County shall have no obligation to pay any Predevelopment Cost for any period during such Event of Default. County shall pay such Predevelopment Costs with respect to such period when and if such Event of Default is fully cured.

Section 3.03. Proposed Project Financing. Financing of the Project will be structured and procured by the Developer with cooperation from the County, with the terms required for the financing to be included in the final development agreement or other similar agreement ("**Final Development Agreement**") that will detail, among other things, the security for the repayment of the Project, and that any financing procured by the Developer shall be nonrecourse to the County or obligate the County to pay any debt service either directly or indirectly. The financing terms will be structured in a manner acceptable to the County and the Developer with respect to timing and the amount paid by the County for the Project. It is anticipated that an investor or lender will provide funds necessary to pay the costs of the Project, repayment of which will be secured by the revenues generated by the Project (the "**Project Financing**"). The County agrees that it will cooperate in the Project Financing and execute any document or agreement required by an investor or lender that acknowledges certain provisions of the Project Financing, including but not limited to acknowledging that the investor or lender has a secured interest in the Developer's rights and obligations under the Final Development Agreement and has certain remedies in the event the Developer fails to perform its obligations to complete the Project. If an investor or lender exercises a remedy under the Project Financing documents that requires County consent or approval, the County agrees to provide such consent or approval to the extent it is permitted by the laws of the State of Illinois and is consistent with the Final Development Agreement. The County has the right to review and approve the terms of the Project Financing.

Section 3.04. Project Financing Structures. The parties acknowledge that the financing structure for the Project has not yet been finalized, and agree to cooperate to explore, analyze and determine the best financing structure to facilitate the completion of the Project by the Developer. These financing structures including, but are not limited to the following:

(a) The County has contemplated the establishment and use of a "63-20 Corporation" to assist in the facilitation of the financing of the Project, and if it is determined to be in the best interests of the County, in its sole discretion, the County agrees to take the necessary steps to establish and maintain the "63-20 Corporation" in accordance with Internal Revenue Service Rule 63-20 and Revenue Proclamation 82-26 for the purpose of issuing tax-exempt bonds to pay the costs of the Project that would be secured

by the revenues generated by the Project. Upon its creation, the "63-20 Corporation" would contract with the Developer to design, build, operate, and maintain the Project.

(b) The Developer agrees to analyze the use of tax-exempt private activity bonds for a "qualified broadband project" as defined in 26 U.S. Code §142(n)(1). The County agrees to cooperate with and support the Developer in connection with the analyzation and potential use of private activity bonds.

(c) The Developer or the County may pursue an alternative financing structure to those listed in this subsection, so long as the financing structure is procured as set forth in Section 3.04, unless it is determined to be in the best interest of the County, in its sole discretion, and detailed in the Final Development Agreement.

(d) If the County determines it to be in its best interest to pursue an alternative financing structure that requires an underwriter, placement agent, broker-dealer or other similar professional, the County is not obligated to use any subcontractor procured by the Developer in pursuit of such alternative financing structure.

Section 3.05. Grant Award. The County has been notified that it will be awarded Fifteen Million Dollars and No Cents (US $15,000,000.00) from the Illinois Broadband Office ("**Grant Award**"), and plans to use the full amount the Grant Award to pay a portion of the costs of the Project.

Section 3.06. Reimbursement of Predevelopment Costs. It is the intent of the County to receive reimbursement for the actual expenditures related to the Predevelopment Costs outlined in Exhibit A, in the amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (US $1,500,000.00). It is understood by the parties that the payment obligation for such reimbursement will be subordinate to any investor or lender providing the Project Financing, and will be paid from revenues generated by the Project remaining after debt service and all other costs relating to the Project Financing are paid.

ARTICLE IV.
TERM

Section 4.01. Term. Unless sooner terminated, the term of this Agreement shall commence on the date hereof and shall expire on June 1, 2024, or until the County receives the Grant Award, whichever date is later, unless extended by mutual agreement of the parties or terminated pursuant to the terms hereunder (the "**Term**").

Section 4.02. Termination. This Agreement may be terminated by the County at any time with prior notice to the Developer. Upon termination of the Agreement for any reason, the County shall pay to Developer, unless otherwise being reasonably disputed, any amounts due and owing by the County for the Services provided through the date of termination.

Section 4.03. Event of Default Termination.

(a) **By County.** Without limiting any other rights or remedies available to County at the time of such termination, this Agreement may be terminated by County upon an Event of Default by Developer.

(b) **By Developer.** Without limiting any other rights or remedies available to Developer at the time of such termination, this Agreement may be terminated by Developer upon an Event of Default by County; provided, County shall have the right to cure such default following written notice of default to County within: (i) thirty (30) days if a monetary default; and (ii) sixty (60) days if a non-monetary default. Developer's performance of its obligations under this Agreement shall be suspended during any period of an uncured Event of Default of County.

Section 4.04. Intentionally Omitted.

Section 4.05. Actions on Termination. On termination of this Agreement, Developer shall within sixty (60) days:

(a) Deliver to County all Project Documents that are in Developer's possession or control.

(b) Deliver to County without offset, diminution, or withholding, all funds held by Developer relating to the Project, with any accrued interest thereon.

(c) Furnish all such information and take all such action as County shall reasonably require (including cooperating with a new developer for such time as may be required by County) to carry out an orderly and systematic transfer of Developer's duties and obligations under this Agreement to a new person designated by County.

This Section 4.05 shall survive the expiration or earlier termination of this Agreement.

Section 4.06. County Event of Default. In the event of an Event of Default by the County, Developer shall be entitled, as its sole remedies, either to (i) elect to terminate this Agreement as provided in Section 4.03, in which case Developer shall be entitled to reimbursement in an amount equal to the remaining balance of the Predevelopment Fee owned under the full Term of the Agreement and Developer's reasonable costs (including attorney's fees) incurred in connection with negotiating this Agreement and any third party costs that were incurred in performing the Services including, without limitation, all architectural, design, and engineering work incurred for the Services, in an amount not to exceed $75,000, and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), or (ii) enforce specific performance of the County's obligations. Developer shall be deemed to have elected to terminate this Agreement if Developer fails to file suit for specific performance against the County in a court having jurisdiction in the county and state in Kendall County, Illinois, on or before thirty days following the date upon which the notice of the Event of Default was sent.

Section 4.07. Developer Event of Default. In the event of an Event of Default by Developer, the County shall be entitled, as its sole remedy, to terminate this Agreement (except for rights or obligations which expressly survive the termination of this Agreement) as provided

in Section 4.03 and to recover all third party costs incurred with respect to the Agreement and the Project, including, but not limited to reasonably incurred attorney and other professional fees, in an amount not to exceed the Predevelopment Fee.

Section 4.08. Attorneys' Fees. In the event legal action is instituted by any party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The right to attorneys' fees shall survive the termination of this Agreement.

ARTICLE V.
INSURANCE; INDEMNIFICATION

Section 5.01. Developer's Insurance. Developer will maintain, at its sole cost and expense, the following insurance coverages throughout the Term of this Agreement:

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

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

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

(iii) claims for damages for personal injury; and

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

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

	Type of Insurance	Required Coverages
(i)	Worker's Compensation; Employer's Liability	Illinois statutory limit $500,000 per accident
(ii)	Comprehensive General Liability:	$1,000,000 per occurrence
	Bodily Injury	$1,000,000 per occurrence

	Type of Insurance	Required Coverages
	Property Damage	$1,000,000 per occurrence
	Personal Injury	$1,000,000 per occurrence
	Bodily Injury, Personal Injury and Property Damage	$1,000,000 combined single-limit per occurrence and aggregate
(iii)	Business Automobile Liability	$1,000,000 per occurrence

(c) Developer shall require the architect or engineer of record, as applicable, and other design professionals to purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of $1,000,000, with a maximum deductible of $100,000.

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

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

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

(g) Developer acknowledges, understands, and agrees that it shall give prompt and prior written notice to County that any insurance policy defined or contemplated has lapsed, its limits have been reduced below the amounts required hereunder or such policy has otherwise been terminated.

Section 5.02. Waiver of Claims/Subrogation. To the extent permitted under its policies of insurance and applicable law, Developer agrees that regarding any loss or claim that is covered by insurance then carried by Developer: (a) Developer releases County of and from any and all claims regarding such loss to the extent of the insurance proceeds paid with respect thereto and specifically excepting from such release any deductible required to be paid; and (b) Developer's insurance companies shall have no right of subrogation against the County or County's agents, contractors, employees, licensees, or invitees on account thereof.

Section 5.03. Indemnity. To the full extent permitted by law, Developer shall indemnify, defend, and hold harmless County, and each of County's Affiliates, employees, members, partners, officers, directors, agents, consultants, attorneys, successors, and assigns, from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any consequential, special, or punitive damages) arising from, relating to, or in connection with, any act or failure to act by Developer which results from: (a) the negligence, fraud, or willful misconduct of Developer; (b) an Event 'f Default of Developer; or (c) acts by Developer outside the scope of authority granted under this Agreement. This Section 5.03 shall survive the expiration or earlier termination of this Agreement.

ARTICLE VI.
FORCE MAJEURE

Section 6.01. Force Majeure.

(a) Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation of this Agreement, when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either party to perform its obligations in this Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay.

(b) Either party (the "**Noticing Party**") shall give the other party notice as soon as reasonably practical of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Noticing Party shall use commercially reasonable efforts to minimize the effects of such Force Majeure Event. The Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the failure or delay remains uncured for a period of one hundred twenty (120) consecutive days following written notice given by the Noticing Party under this Section, the County or Developer may thereafter terminate this Agreement on thirty (30) days' written notice.

ARTICLE VII.
REPRESENTATIONS AND WARRANTIES

Section 7.01. Developer Representations. Developer hereby represents, warrants, and covenants to County as follows:

(a) Developer is a Delaware corporation duly formed, validly existing, and in good standing under the laws of the State of Delaware and is qualified to do business and is in good standing under the laws of the State of Illinois.

(b) Developer has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of Developer, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

(c) Developer is qualified and has the skill and professional competence, expertise, and experience to undertake the obligations imposed and to perform the Services required by this Agreement and the requirements of a project of the magnitude and scope of the Project.

(d) Developer has and shall at all times during the Term of this Agreement maintain sufficient facilities, expertise, staff, assets, and other resources necessary to perform the Services. The Services shall be performed and rendered by professionals experienced, licensed (if a license is required), and qualified to perform such services in the state in which the Project is located.

(e) Developer holds and shall at all times during the Term of this Agreement maintain all licenses, permits, or other certifications necessary to perform the Services, and is in compliance with and shall continue to comply with all applicable laws.

(f) Neither Developer nor any partner, member, or shareholder of Developer is, and no legal or beneficial interest in a partner, member, or shareholder of Developer is or will be held, directly or indirectly, by a person or entity that appears on a list of individuals and/or entities for which transactions are prohibited by the US Treasury Office of Foreign Assets Control or any similar list maintained by any other governmental authority, with respect to which entering into transactions with such person or entity would violate the USA PATRIOT Act or regulations or any Presidential Executive Order or any other similar applicable law, ordinance, order, rule, or regulation (a "**Prohibited Person**").

Section 7.02. County Representations. County hereby represents and warrants to Developer as follows:

(a) County is a body politic of the State of Illinois.

(b) County has all requisite power and authority and has taken all actions required by applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of County, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is sent no later than 5:00 p.m. central time on a business day, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To County:	Kendall County, Illinois 504 S. Main Street Yorkville, Illinois 60560 Attn: Christina Burns, County Administrator Email: cburns@kendallcountyil.gov
with a copy to:	State's Attorney of Kendall County, Illinois 807 West John Street Yorkville, Illinois 60560 Attn: Eric Weis Email: eweis@kendallcountyil.gov
To Developer:	Pivot-Tech Development LLC. 6674 East 118th Ct. Thornton, Colorado 80233 Attn: James Cannon, CEO Email: jim@pivot-tech.io

Any party shall change its address for purposes of this Section 8.01 by giving written notice as provided in this Section 8.01. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 8.01.

Section 8.02. Confidentiality. In providing the Services, Developer may be provided with and may accumulate documentation, data, or other information regarding County (and its partners, members, or shareholders) and the Project that are confidential and proprietary in nature. Developer shall hold and maintain all such documents and other information, including, but not limited to, any plans and specifications, development budgets, feasibility studies, market reports, contracts, and any other reports and data and all components thereof, in the strictest confidence, and shall not disclose any such information to any person or entity without County's prior written approval, except as may be required to perform the Services under this Agreement or as required by law. Confidential information shall not include information which:

(a) Is or becomes generally available to the public other than as a result of a disclosure by Developer or by a breach of Developer of this provision;

(b) Was within the possession of Developer before being furnished to Developer under this Agreement, if the source of such information was not known by Developer to be bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to County regarding such information; or

(c) Becomes available to Developer on a nonconfidential basis from a source other than County, if such source is not bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to County regarding such information.

Section 8.03. Further Assurances. Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

Section 8.04. Assignment; Successors and Assigns. Developer may not assign any of its rights or delegate any of its obligations hereunder without the prior approval of the County, which may be withheld in its sole and absolute discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Developer of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

Section 8.05. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.06. Subcontractor Contracts. Developer shall provide a copy of all relevant provisions of this Agreement to all subcontractors hired by it, or for which it may have management responsibilities and shall inform all subcontractors at all tiers that the Services performed hereunder shall strictly comply with this Agreement's terms. Developer shall also furnish County, upon demand, with a copy of all of the subcontractors' at all tiers contracts.

Section 8.07. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

Section 8.08. Illinois Freedom of Information Act. As a government agency, County is subject to the Illinois Freedom of Information Act (Illinois FOIA) or 5 ILCS 140/1, et. seq., as amended. Therefore, the Developer's records and work product are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm. If any such proprietary, privileged, or confidential information or data is included in the Developer's work product, each page that contains this information or data should be marked as such (e.g. "**Proprietary and Competition Sensitive**") in order to indicate Developer's claim to an exemption provided in the Illinois FOIA. Developer shall timely cooperate with the County in complying with Illinois FOIA. It is County's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA.

Section 8.09. Discrimination. Developer covenants and agrees that, i) in the furnishing of the Services to County hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and ii) Developer shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this section, County shall have the right to terminate this Agreement.

Section 8.10. Public Entity Crime. Any Person or affiliate, as defined in the *Illinois Statutes*, shall not be allowed to contract with County, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the Solicitation, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the Solicitation, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with County obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be removed from the Project and promptly replaced by a subcontractor acceptable to County.

Section 8.11. Conflict of Interest. Both parties affirm no County officer or elected official has a direct or indirect pecuniary interest in Pivot, the Developer or this Agreement, or, if any County officer or elected official does have a direct or indirect pecuniary interest in Pivot, the Developer or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Section 8.12. Vendor Information Reporting. In accordance with 35 ILCS 200/18-50.2, Developer shall notify County, in writing, (1) whether Developer or any of its subcontractors is a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.); and (2) whether Developer or any of its subcontractors holds any certifications for those categories or if they are self-certifying. If Developer or any of its subcontractors self-certifies, Developer shall notify County in writing whether Developer or any of its subcontractors vendor qualifies as a small business under federal Small Business Administration standards.

Section 8.13. Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of, relating to, or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal or state courts of the State of Illinois, so long as such courts shall have subject-matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Illinois. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set out in Section 8.01 shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 8.14. Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY.

Section 8.15. Interpretation and Construction.

(a) The parties acknowledge that in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in drafting this Agreement. The fact that the first draft of this Agreement was prepared by County's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(b) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

(d) All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

Section 8.16. Severability. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.17. Entire Agreement. This Agreement, together with and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

Section 8.18. Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Section 8.19. Services Agreement Superseded. The Services Agreement, as amended, is hereby superseded and replaced by this Agreement, and the County or Pivot have no further obligation of responsibilities thereunder. The scope of services contemplated under the Services Agreement have been including in this Agreement, and are obligations and responsibilities of Pivot. Any obligations of the County to make payment for the Services that have been satisfied pursuant to the Services Agreement are no longer obligations of the County under this Agreement. In the event of any conflict or ambiguity as to the rights, obligations or responsibilities of the County and Pivot under this Agreement and the Services Agreement, the terms of this Agreement shall control and supersede any such conflict or ambiguity.

Section 8.20. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 8.21. Remedies Not Exclusive. Except as may otherwise be expressly provided in this Agreement: (a) the exercise of one or more of the rights and remedies under this Agreement

shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity; and (b) damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

Section 8.22. Days; Performance on a Saturday, Sunday, or Holiday. Whenever the term "**day**" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "**business day**" shall mean any weekday except for those weekdays that a banking institution within the State of Illinois is required by said state to be closed (a "**Holiday**"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or notice given on the following business day.

Section 8.23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 8.24. Time of the Essence. Time is of the essence in the performance of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF KENDALL, ILLINOIS

By: _____
Name: _____
Its: _____

PIVOT TECH DEVELOPMENT INC.,
a Delaware corporation

By: _____
Name: James Cannon
Title: CEO

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

_____, 2024

_____
County Board Charmain
Kendall County, Illinois

EXHIBIT A

SERVICES AND PREDEVELOPMENT COSTS

1. **MARKET STUDY: UPTAKE:** County will pay Developer an amount not to exceed Two Hundred Forty Thousand Dollars and No Cents (US $240,000.00) for research, contracting, marketing, permitting, last mile planning, and feasibility endorsements, all related to the State of Illinois DCEO Grant requirements in part and the overall progress of the Project. The County also agrees to pay necessary and reasonable expenses actually incurred by the Developer (or its subcontractor) in an amount not to exceed fifteen (15%) percent of the cost of the study (US $240,000.00).

Completion Date: May 31, 2024

2. **CUSTOMER ACQUISITION:** County will pay Developer an amount not to exceed One Hundred and Twenty Thousand Dollars and No Cents (US $120,000.00) for marketing expenses to secure network customers.

Completion Date: June 30, 2024

3. **NETWORK SURVEY:** County will pay Developer an amount not to exceed of One Hundred and Fifty Thousand Dollars and No Cents (US $150,000.00) for LiDAR survey work necessary for network design and planning.

Completion Date: June 1, 2024

4. **PLANNING WORKSHOP:** County will pay Developer an amount not to exceed Ten Thousand Dollars and No Cents (US $10,000.00) to conduct a planning workshop with other development partners on site in Kendall County.

Completion Date: Completed (to be invoiced for payment)

5. **LEGAL FEES:** County will pay Developer an amount not to exceed Three Hundred Thousand Dollars and No Cents (US $300,000) for actual legal costs incurred by the Developer associated with drafting and finalizing contracts required for the Project. Full descriptive invoices shall be submitted for review and approval by the County, and the County shall, in its sole discretion, agree to accept or deny payment for such invoices.

Completion Date: June 30, 2024

6. **PERMITTING:** The County will pay Developer an amount not to exceed Two Hundred Thousand Dollars and No Cents (US $200,000.00) for permit fees associated with rail and Spectrum licenses required for the Project.

Completion Date: December 31, 2024

7. **PROGRAM MANAGEMENT:** The County will pay Developer an amount not to exceed Two Hundred and Forty Thousand and No Cents (US $240,000.00) for program management services. The program management fee shall invoiced and paid in two installments, One Hundred and Twenty Thousand and No Cents (US $120,000.00) on or before May 31, 2024, and One Hundred and Twenty Thousand and No Cents (US $120,000.00) upon financial close.

Completion Date: Financial Close

8. **FINANCIAL MODELING:** The County will pay Developer an amount not to exceed Ten Thousand Dollars and No Cents (US $10,000.00) for financial modeling fees necessary for the finance, planning or future operations of the network if parties agree such models are necessary.

Completion Date: May 15, 2024

SUMMARY OF PREDEVELOPMENT COSTS

Service	**Provider**	**Cost**
Market Study-Uptake	Pivot/Roland Berger	$240,000
Market Study Expenses	Pivot/Roland Berger	Up to $36,000
Customer Acquisition	Marketing Exp	$120,000
Network Survey	LiDAR	$150,000
Planning	Workshop	$10,000
Legal Fees	Legal fees	$300,000
Permitting	Rail/Spectrum	$200,000
Program Management	Pivot/Alma	$240,000
Financial Modeling	Pivot/TBD	$10,000
TOTAL AMOUNT		$1,306,000

Fox Fiber Acceptable Use Policy (AUP)

1. Introduction

This Acceptable Use Policy ("AUP") outlines the rules and guidelines that govern the use of Fox Fiber's broadband internet access services (the “Services”). The AUP applies to these services whether provided through our fiber optic infrastructure or our fixed wireless network infrastructure. By accessing or using our services, you agree to comply with this AUP., which are part of the Terms and Conditions of Service that apply to all customers of the Services. Fox Fiber reserves the right to modify this policy at any time, by posting a modified version on our website [[INSERT LINK]] or providing other notice.

2. Purpose

The purpose of this AUP is to:

- Ensure fair and equitable access to our network resources for all customers
- Protect the security and integrity of our network infrastructure
- Comply with applicable laws and regulations
- Maintain service quality and reliability for all users

3. Prohibited Activities

The following activities are strictly prohibited when using Fox Fiber services:

3.1 Illegal Activities

- Using our Services to violate any local, state, federal, or international law
- Transmitting, distributing, or storing material that infringes on copyright, trademark, trade secrets or other intellectual property rights
- Accessing or attempting to access systems, networks, or data without authorization
- Engaging in activities that violate the privacy or security of others
- Using the Services to violate export control laws

3.2 Network and System Integrity

- Attempting to circumvent user authentication or security of any host, network, or account
- Using any program, script, command, or sending messages designed to interfere with or disable a user's terminal session

- Engaging in activities that disrupt or degrade the normal functioning of our network
- Introducing malicious programs into the network (e.g., viruses, worms, Trojan horses, etc.)
  Interfering with the uses and access to the Services by other customers

3.3 Communication and Messaging

- Sending unsolicited messages ("spam") via email, instant messaging, or any other means
- Using the Service to make illegal robocalls or unlawfully spoofing the identify of originating calls
- Forging, altering, or removing message headers or sender information
- Harvesting email addresses or collecting personal information without consent
- Engaging in activities designed to harass, threaten, or abuse others or using the Services to engage in fraudulent, defamatory, obscene, harassing or threatening activities

3.4 Resource Usage

- Running servers or persistent public services without prior written agreement
- Reselling or sharing internet connectivity without written consent from Fox Fiber
- Excessive use of bandwidth that may negatively impact network performance for others
- Consistent, repetitive, or automated network probing ("pinging")

3.5 Other Prohibited Uses

- Reselling the Services without the prior written consent from Fox Fiber
- Providing access to the Services to a third party without the prior written consent from Fox Fiber

4. Service-Specific Policies

4.1 Fiber Network Usage

- Service offered via fiber optics are designed for high bandwidth applications with symmetric speeds
- Users are responsible for securing their own local network

- Any equipment provided by Fox Fiber remains our property and must be returned upon service termination

4.2 Fixed Wireless Network Usage

- Fixed wireless services may have different performance characteristics from fiber
- Service may be susceptible to interruptions due to weather conditions, including wind, rain, and icing
- Line-of-sight requirements must be maintained for optimal performance
- Repositioning of equipment without Fox Fiber approval is prohibited

5. Fair Usage Policy

While Fox Fiber offers services with high data allowances, we implement a Fair Usage Policy to ensure all customers receive equitable access to network resources:

- We may employ traffic management techniques during peak usage periods
- Excessive usage that negatively impacts other users may result in temporary speed limitations
- We reserve the right to prioritize time-sensitive applications (VoIP, video conferencing) during periods of network congestion
- Continuous, excessive usage may result in a requirement to upgrade to a business or enterprise level service

6. Network Management

Fox Fiber implements the following network management practices:

- Traffic shaping may be employed to ensure network stability
- We utilize industry-standard encryption for all wireless transmissions
- Network maintenance and upgrades are scheduled during off-peak hours when possible
- Emergency maintenance may occur without prior notice to maintain network integrity

Fox Fiber reserves the right to monitor traffic patterns and usage to ensure optimal performance and identify potential threats, abuse, congestion or violations of the AUP.

7. Security Measures

Fox Fiber employs the following security measures:

- Interactive firewall rules at network borders
- Network Address Translation (NAT) at border routers and customer premises equipment
- Industry-standard AES encryption for all wireless transmissions
- Regular security audits and vulnerability assessments

8. Enforcement and Violations

Fox Fiber reserves the right to monitor compliance with this AUP. In case of violations:

- We will notify customers of excessive use or policy violations
- We may request customers to modify their usage patterns
- We may suggest subscription to a more appropriate service tier
- We reserve the right to suspend or terminate service for repeated or serious violations
- Service may be terminated immediately without notice for activities that threaten network integrity

9. Customer Responsibilities

As a Fox Fiber customer, you are responsible for:

- Ensuring all users of your service comply with this AUP
- Securing your equipment and local network
- Promptly reporting suspected unauthorized use of your service
- Maintaining current contact information for service notifications

10. Technical Support and Service Issues

Fox Fiber provides technical support for network-related issues. Please note:

- Support for third-party devices may incur additional fees depending on your service level
- We are not responsible for customer-owned equipment or internal network configuration

- Service interruptions should be reported promptly via our customer support channels
- Scheduled maintenance will be announced in advance whenever possible

11. Service Limitations

Customers should be aware of the following service limitations:

- Fixed wireless service may experience interruptions during extreme weather conditions
- Services offered via fiber optics may require physical access to your premises for installation and maintenance
- Network performance may vary based on factors outside our control
- We reserve the right to perform routine maintenance which may result in temporary service interruptions

12. Contact Information

For questions about this AUP or to report violations, please contact Fox Fiber customer support:

- Email: support@foxfiber.com
- Phone: TBD
- Website: www.foxfiber.com/support

13. Acknowledgment

By using Fox Fiber services, you acknowledge that you have read, understood, and agree to comply with this Acceptable Use Policy. Failure to comply may result in suspension or termination of service.

Fox Fiber Disaster Recovery Plan

For Mixed Fixed Wireless and Buried Fiber Network Infrastructure

1. Introduction and Purpose

This Disaster Recovery Plan (DRP) outlines the procedures and resources necessary to recover Fox Fiber's mixed fixed wireless and buried fiber network in the event of a disaster or significant service disruption. The plan aims to ensure the rapid restoration of critical network services to maintain business continuity for both the organization and its customers.

The purpose of this plan is to:

- Define clear procedures for responding to various disaster scenarios
- Establish recovery time objectives (RTOs) and recovery point objectives (RPOs)
- Assign responsibilities to disaster recovery team members
- Ensure the availability of necessary resources for recovery operations
- Minimize service downtime and data loss
- Provide a framework for testing and maintaining the disaster recovery capabilities

2. Scope

This plan covers:

- Fixed wireless infrastructure (towers, access points, backhaul links)
- Buried fiber infrastructure (fiber cables, splice enclosures, termination points)
- Network operations center (NOC) equipment and systems
- Critical support systems (power, cooling, monitoring)
- Customer premises equipment (CPE) deployment for temporary service

This plan does not cover:

- Building facilities recovery
- Recovery of non-network IT systems
- Staff relocation procedures

3. Network Infrastructure Overview

3.1 Fixed Wireless Network Components

- Transmission towers and masts
- Sector antennas and point-to-multipoint equipment
- Point-to-point backhaul links
- Tower-mounted amplifiers and power systems
- Wireless access controllers and management systems
- Customer premises equipment (CPE)

3.2 Fiber Network Components

- Fiber optic cable routes (buried)

- Fiber distribution hubs
- Splice enclosures and splice points
- Optical line terminals (OLTs)
- Optical network terminals (ONTs)
- Fiber patch panels and passive components

3.3 Core Network Infrastructure

- Core routers and switches
- Border Gateway Protocol (BGP) equipment
- Internet exchange point connections
- Colocation facilities
- Network monitoring and management systems
- Power backup systems (generators, UPS)

3.4 Network Maps and Documentation

- Reference Appendix A for detailed network topology maps
- Reference Appendix B for equipment inventory lists
- Reference Appendix C for fiber route maps and splice location documentation

4. Risk Assessment

4.1 Potential Threats to Fixed Wireless Infrastructure

- Severe weather events (hurricanes, tornados, ice storms)
- Tower structural failures

- Lightning strikes and electrical surges
- Power outages
- Equipment failures (hardware/software)
- Deliberate tampering or sabotage
- Interference from other radio sources

4.2 Potential Threats to Fiber Infrastructure

- Construction damage (dig-ups)
- Flooding and water damage
- Rodent damage
- Fiber cuts due to accidents or vandalism
- Splice failures
- Equipment failures at termination points
- Fire damage to junction boxes and enclosures

4.3 Potential Threats to Core Network

- Power grid failures
- Cooling system failures
- Hardware/software failures
- Cyber attacks
- Configuration errors
- Supply chain disruptions
- Loss of key personnel

5. Recovery Objectives

5.1 Target Recovery Time Objectives (RTOs)

- Critical core network services: 2 hours
- Main distribution fiber routes: 4 hours
- Primary wireless backhaul links: 4 hours
- Fixed wireless access services: 8 hours
- Secondary fiber routes: 12 hours
- Non-critical services: 24 hours

5.2 Target Recovery Point Objectives (RPOs)

- Network configuration data: 1 hour
- Customer account data: 1 hour
- Billing systems: 4 hours
- Usage statistics and logs: 8 hours

5.3 Service Priority Levels

1. Critical Priority
    - Emergency services connections
    - Healthcare facilities
    - Public safety organizations
    - Critical infrastructure clients
2. High Priority
    - Business clients with SLA guarantees

    - Educational institutions
    - Government offices
3. Medium Priority
    - Standard business customers
    - Multi-dwelling residential units
4. Standard Priority
    - Individual residential customers

6. Disaster Recovery Team

6.1 Team Structure

- Disaster Recovery Coordinator: [Name], [Contact Information]
- Network Operations Lead: [Name], [Contact Information]
- Fiber Infrastructure Team Lead: [Name], [Contact Information]
- Wireless Infrastructure Team Lead: [Name], [Contact Information]
- Customer Support Lead: [Name], [Contact Information]
- External Relations Coordinator: [Name], [Contact Information]

6.2 Roles and Responsibilities

Disaster Recovery Coordinator

- Activate the disaster recovery plan
- Coordinate recovery efforts across all teams
- Report to executive management

- Make critical decisions regarding resource allocation
- Declare disaster status and recovery completion

Network Operations Lead

- Assess the impact on core network services
- Direct recovery of core network systems
- Monitor network stability during recovery
- Coordinate with upstream providers and peers
- Implement traffic rerouting as needed

Fiber Infrastructure Team Lead

- Assess damage to fiber infrastructure
- Coordinate fiber repair teams
- Prioritize repair efforts based on service impact
- Manage spare parts and fiber repair equipment
- Track progress of fiber repairs

Wireless Infrastructure Team Lead

- Assess damage to wireless infrastructure
- Coordinate repair and deployment of temporary wireless solutions
- Manage spectrum and frequency coordination during recovery
- Prioritize wireless link restoration based on customer impact
- Track progress of wireless repairs

Customer Support Lead

- Manage customer communications
- Update customer-facing status page
- Coordinate technician visits to customer sites
- Provide regular updates to customers
- Manage expectations regarding service restoration

External Relations Coordinator

- Communicate with media and public
- Coordinate with local authorities and emergency services
- Manage vendor and contractor relationships
- Coordinate with insurance providers
- Document the disaster and recovery efforts for compliance purposes

6.3 Emergency Contact Information

- See Appendix D for complete contact list including:
    - Primary and secondary contacts for each team member
    - Vendor emergency support contacts
    - Utility company emergency contacts
    - Internet exchange point contacts
    - Local emergency services
    - Relevant regulatory authorities

7. Emergency Response Procedures

7.1 Disaster Declaration Process

1. Initial incident detection (automated monitoring or manual reporting)
2. Preliminary assessment by on-call technical staff
3. Notification to Disaster Recovery Coordinator
4. Assessment of incident severity and impact
5. Formal disaster declaration if thresholds are met
6. Activation of Disaster Recovery Team
7. Notification to executive management

7.2 Initial Response Actions

1. Ensure personnel safety as the highest priority
2. Secure affected sites and prevent additional damage
3. Perform comprehensive damage assessment
4. Activate emergency operations center
5. Notify critical customers and stakeholders
6. Implement emergency communication protocols
7. Begin service impact documentation for insurance and regulatory purposes

7.3 Assessment Procedures

1. Deploy assessment teams to affected sites when safe
2. Use network monitoring systems to identify service impacts

3. Utilize drone surveillance for inaccessible tower or fiber routes
4. Test connectivity at strategic network points
5. Gather reports from field technicians and customers
6. Document all findings in the incident management system
7. Create preliminary recovery timeline based on assessment

8. Recovery Procedures: Fixed Wireless Network

8.1 Tower and Equipment Damage

1. Conduct structural assessment of affected towers
2. Implement safety measures before climbing operations
3. Replace or repair damaged antennas and equipment
4. Recalibrate antenna alignments
5. Test signal quality and coverage
6. Update network documentation with changes

8.2 Backhaul Link Failure

1. Identify the cause of backhaul failure (equipment, power, alignment)
2. Deploy temporary backhaul solutions if available (portable microwave links)
3. Repair or replace damaged backhaul equipment
4. Re-establish and test backhaul connectivity
5. Restore customer services over the repaired backhaul
6. Monitor link stability for 24 hours after restoration

8.3 Power System Failures

1. Assess the nature and extent of power failure
2. Deploy generator resources to critical sites
3. Coordinate with power utility for estimated restoration time
4. Refuel generators according to established schedule
5. Monitor battery backup systems and replace as needed
6. Return to utility power when stable, monitoring during transition

8.4 Temporary Wireless Solutions

1. Deploy Cell-on-Wheels (COW) or portable base stations to affected areas
2. Establish temporary backhaul via satellite or alternative means
3. Configure temporary equipment to match network settings
4. Notify customers of potential performance differences
5. Monitor temporary solutions for stability and capacity
6. Plan transition back to permanent infrastructure

8.5 Interference Issues

1. Utilize spectrum analyzers to identify sources of interference
2. Adjust frequency plans to avoid interference
3. Coordinate with other operators if necessary
4. Implement additional shielding or filtering if required
5. Update radio configurations to mitigate interference

6. Document changes in network management system

9. Recovery Procedures: Fiber Network

9.1 Fiber Cut Response

1. Utilize monitoring systems to identify the approximate location of cuts
2. Dispatch technicians to visually inspect the suspected area
3. Use optical time-domain reflectometer (OTDR) to precisely locate break
4. Coordinate with local utilities for emergency locate services if needed
5. Expose buried fiber safely following proper protocols
6. Perform fiber splicing operations according to standards
7. Test fiber integrity after repair
8. Update as-built documentation with repair details

9.2 Flood or Water Damage

1. Wait until water has receded and area is safe before assessment
2. Test for water infiltration in splice cases and enclosures
3. Replace water-damaged components and re-splice as needed
4. Test for optical signal degradation across affected segments
5. Apply water-mitigation measures for future protection
6. Document all affected equipment and repairs performed

9.3 Widespread Fiber Infrastructure Damage

1. Implement traffic rerouting through redundant paths where available
2. Prioritize repair based on customer impact and service level agreements
3. Deploy multiple repair teams to work concurrently
4. Consider temporary aerial fiber deployments if buried repair is time-consuming
5. Utilize spare fiber capacity in adjacent routes where possible
6. Coordinate with contractors for additional resources
7. Provide regular progress updates to management and customers

9.4 Terminal Equipment Failures

1. Identify specific failed components (OLTs, ONTs, etc.)
2. Replace equipment from spares inventory
3. Restore configurations from backups
4. Test connectivity and service quality
5. Update inventory management system
6. Order replacement spares to maintain inventory levels

9.5 Temporary Fiber Solutions

1. Deploy temporary aerial fiber for emergency restoration
2. Utilize pre-connectorized fiber cables for rapid deployment

3. Implement field fusion splicing for temporary connections
4. Consider microducts for rapid temporary buried deployment
5. Document temporary installations for future permanent replacement

10. Communication Plan

10.1 Internal Communications

1. Initial alert via automated monitoring systems
2. Team activation through emergency notification system
3. Regular status updates via designated communication channels
4. Scheduled recovery team briefings (frequency based on severity)
5. Use of incident management system for detailed updates
6. Post-incident debrief and documentation

10.2 Customer Communications

1. Initial notification through multiple channels:
    - Service status page
    - Email alerts
    - SMS notifications for subscribed customers
    - Social media updates
    - Phone system automated messages
2. Regular updates with estimated restoration times

3. Segmented communications based on customer priority and impact
4. Special handling procedures for critical infrastructure customers
5. Post-restoration confirmation and follow-up

10.3 Regulatory and External Communications

1. Notify relevant regulatory authorities as required
2. Coordinate with local emergency management if applicable
3. Press releases for significant outages affecting communities
4. Updates to interconnection partners and upstream providers
5. Documentation for compliance reporting requirements

11. Resource Requirements

11.1 Equipment and Parts Inventory

- Maintain minimum stock levels of critical components:
  - Fiber optic cable (various specifications)
  - Splice enclosures and trays
  - Wireless radios and antennas
  - Power systems and batteries
  - Network switches and routers
  - Customer premises equipment
- Inventory locations and access procedures listed in Appendix E

- Vendor emergency order processes documented in Appendix F

11.2 Tools and Test Equipment

- Fiber optic test equipment (OTDR, power meters, visual fault locators)
- Wireless test equipment (spectrum analyzers, antenna alignment tools)
- Fusion splicers and cleaving tools
- Network analyzers and packet capture devices
- Portable power generators and distribution equipment
- Safety equipment for various environments

11.3 Personnel Resources to be implemented

- Cross-trained staff for various recovery functions
- Contractor and vendor support agreements
- Mutual aid agreements with other service providers
- Temporary staffing arrangements for extended recovery operations

11.4 Documentation Resources

- Network configuration backups
- As-built documentation for all infrastructure
- Standard operating procedures for emergency repairs
- Equipment manuals and technical specifications
- Restoration priority lists and contact information

12. Testing and Maintenance

12.1 Testing Schedule

- Tabletop exercises: Quarterly
- Functional tests of backup systems: Monthly
- Comprehensive disaster recovery simulation: Annually
- Unannounced component tests: Semi-annually

12.2 Plan Maintenance

- Scheduled review after each test or actual incident
- Annual comprehensive plan review
- Update after significant network changes
- Version control procedures for all documentation
- Responsibility for updates assigned to Disaster Recovery Coordinator

12.3 Training Requirements

- Initial training for all disaster recovery team members
- Refresher training semi-annually
- Cross-training across specialties
- Vendor-specific training for key equipment
- Documentation of training completion

13. Appendices [To be added as network is built]

Appendix A: Network Topology Maps

- Core network diagram
- Fixed wireless coverage maps and tower locations
- Fiber route maps with splice points
- Interconnection diagrams

Appendix B: Equipment Inventory

- Detailed inventory of network equipment
- Spare parts inventory and locations
- Vendor information for emergency replacements

Appendix C: Fiber Route Documentation

- Detailed fiber path information
- Splice enclosure locations and configurations
- Access point information (manholes, handholes, pedestals)
- Rights-of-way and permitting contacts

Appendix D: Contact Information

- Team member contact details [FWA and Fiber network]
- Vendor emergency contacts [TBD]
- Utility emergency contacts [TBD]
- Customer priority contact list [TBD]
- Regulatory contacts [TBD]

Appendix E: Restoration Procedures

- Detailed step-by-step procedures for common recovery scenarios
- Equipment-specific recovery procedures
- Testing and validation procedures

Appendix F: Forms and Templates

- Incident declaration form
- Damage assessment forms
- Recovery status report templates
- After-action review template

Appendix G: Service Level Agreements

- Recovery time commitments by customer tier
- Penalty and credit information
- Exclusions and limitations

Appendix E: Restoration Procedures

E.1 Fixed Wireless Tower Recovery Procedure

1. **Safety Assessment**
    - Ensure the site is safe to access (no electrical hazards, structural failures)
    - Verify proper safety equipment is available (harnesses, helmets, etc.)
    - Check weather conditions before climbing
2. **Equipment Assessment**
    - Visually inspect all antennas, radios, and mounting hardware
    - Document all damaged components with photos
    - Check power systems and grounding
3. **Restoration Steps**
    - Replace damaged sector antennas following manufacturer specifications
    - Re-align point-to-point antennas using alignment tools
    - Verify proper torque on all mounting hardware
    - Replace damaged RF cables and connectors
    - Restore power systems and verify operation
4. **Testing and Validation**
    - Conduct RF sweep test to verify cable integrity
    - Measure RSSI and SNR values at each sector
    - Verify backhaul link signal strength and capacity
    - Conduct throughput testing
    - Monitor error rates for 30 minutes
5. **Documentation**
    - Update network documentation with any changes
    - Record serial numbers of replaced equipment
    - Document alignment settings and signal levels

- Update maintenance logs

E.2 Fiber Cut Restoration Procedure

1. **Locate the Break**
    - Use OTDR to determine precise location of the fiber break
    - Verify access permits for excavation if needed
    - Contact utility locating services before digging
2. **Site Preparation**
    - Set up proper traffic control if near roadways
    - Establish safe work zone with barriers
    - Set up adequate lighting for nighttime repairs
    - Prepare splice vehicle or tent for weather protection
3. **Fiber Exposure and Preparation**
    - Carefully expose damaged fiber section
    - Identify all affected buffer tubes and fibers
    - Prepare splice enclosure and trays
    - Measure adequate slack for splicing
4. **Splicing Procedure**
    - Prepare fiber ends according to splicing protocol
    - Perform fusion splices for each affected fiber
    - Organize spliced fibers in splice trays
    - Secure splice closure according to manufacturer specifications
5. **Testing and Validation**
    - Conduct OTDR test from both directions
    - Verify optical power levels meet specifications
    - Test end-to-end connectivity for affected services
    - Verify signal quality metrics

6. **Site Restoration**
    - Properly backfill and compact excavation
    - Restore surface conditions (concrete, asphalt, vegetation)
    - Remove all debris and equipment
    - Document final splice location with GPS coordinates

E.3 Core Router Failure Recovery

1. **Assessment**
    - Identify the specific failure (hardware, software, configuration)
    - Verify power and connectivity issues
    - Determine affected services and customers
    - Estimate recovery time
2. **Traffic Rerouting**
    - Implement BGP routing changes to shift traffic to backup paths
    - Notify upstream providers of routing changes
    - Monitor traffic flow and congestion on alternate paths
3. **Equipment Replacement**
    - Retrieve spare router from inventory
    - Install replacement hardware in rack
    - Connect power and network cables according to documentation
    - Verify physical connectivity
4. **Configuration Restoration**
    - Apply latest configuration backup
    - Restore routing protocols and policies
    - Configure interfaces and VLANs
    - Implement security rules and access controls
5. **Testing and Validation**

- Verify routing table correctness
- Test connectivity to key network segments
- Monitor CPU, memory, and interface utilization
- Verify proper logging and monitoring functionality

6. **Service Restoration**
    - Gradually restore traffic to the replaced router
    - Monitor for any performance issues
    - Update network documentation
    - Order replacement spare equipment

E.4 Power System Failure Recovery

1. **Assessment**
    - Determine the extent of the power outage
    - Check utility provider status and estimated restoration time
    - Verify UPS and battery backup status
    - Check generator fuel levels and operational status
2. **Generator Deployment**
    - Dispatch portable generators to critical sites without permanent generators
    - Connect generators to transfer switches or direct inputs
    - Start generators and verify stable output
    - Refuel generators according to run-time estimates
3. **Power System Verification**
    - Check for proper voltage at all equipment
    - Verify grounding and surge protection
    - Inspect for any damaged power components
    - Test transfer switch operation between sources
4. **Battery System Management**

- Check battery bank voltage and load
- Perform load test on critical batteries
- Replace any failed battery units
- Verify charging systems operation

5. **Return to Utility Power**
    - Monitor utility power stability for at least 30 minutes before switching
    - Coordinate phased return to prevent surge issues
    - Verify proper operation after transition
    - Return generators to standby mode
6. **Documentation**
    - Record generator run times and fuel consumption
    - Document any equipment damage from power issues
    - Update battery replacement schedules
    - Verify monitoring systems for power infrastructure

Appendix F: Forms and Templates

F.1 Disaster Incident Declaration Form

INCIDENT DECLARATION FORM

Date and Time of Incident: _____

Reported By: _____

Contact Information: _____

Nature of Incident:

- Weather-related (specify: _____)
- Power Outage
- Fiber Cut
- Equipment Failure
- Cyber Attack
- Other: _____

Affected Systems/Infrastructure:

- Core Network
- Fixed Wireless Infrastructure
- Fiber Infrastructure
- Power Systems
- NOC Systems
- Other: _____

Affected Locations: _____

Initial Assessment of Severity:

- Level 1 (Minor - Limited Impact)
- Level 2 (Moderate - Significant Impact)
- Level 3 (Major - Critical Impact)

Estimated Number of Affected Customers: _____

Initial Response Actions Taken: _____

Initial Estimated Recovery Time: _____

Resources Required Immediately:

- Technical Staff (specify teams: _____)
- Equipment (specify: _____)
- Contractor Support
- Emergency Services Notification
- Customer Communication
- Other: _____

Disaster Recovery Plan Activation:

- Yes, Full Activation
- Yes, Partial Activation (specify components: _____)
- Not at this time, monitoring situation

Authorization:

Incident Manager: _____

Signature: _____

Date/Time: _____

Disaster Recovery Coordinator: _____

Signature: _____

Date/Time: _____

F.2 Damage Assessment Form

NETWORK INFRASTRUCTURE DAMAGE ASSESSMENT

Assessment Team: _____

Assessment Date/Time: _____

Incident Reference Number: _____

Location Being Assessed: _____

Access Constraints:

- Road Closure
- Flooding
- Structural Damage
- Power Hazard
- Other: _____

Fixed Wireless Infrastructure Assessment:

Component	Status	Damage Desc.	Repair Priority	Est Repair Time
Towers	[ ] Operational [ ] Damaged [ ] Destroyed			
Sector Antennas	[ ] Operational [ ] Damaged [ ] Destroyed			
Backhaul Links	[ ] Operational [ ] Damaged [ ] Destroyed			
Power Systems	[ ] Operational [ ] Damaged [ ] Destroyed			
Cabling	[ ] Operational [ ] Damaged [ ] Destroyed			
Enclosures	[ ] Operational [ ] Damaged [ ] Destroyed			

Fiber Infrastructure Assessment:

Component	Status	Damage Desc.	Repair Priority	Est Repair Time
Fiber Cables	[ ] Operational [ ] Damaged [ ] Destroyed			
Splice Enclosures	[ ] Operational [ ] Damaged [ ] Destroyed			
Distribution Hubs	[ ] Operational [ ] Damaged [ ] Destroyed			
Terminal Equipment	[ ] Operational [ ] Damaged [ ] Destroyed			
Conduit Systems	[ ] Operational [ ] Damaged [ ] Destroyed			

Required Repair Resources:

Resource Type	Quantity Needed	Currently Available	Procurement Method
Technical Staff			
Fiber Cable			
Splice Kits			
Wireless Equipment			
Power Systems			
Tools/Test Equipment			
Other_____			

Estimated Service Impact:

Customer Type	Number Affected	Estimated Restore Time
Critical Infrastructure		
Business Customers		
Residential Customers		

Additional Notes: _____

Assessment Completed By: _____

Signature: _____

Date/Time: _____

Reviewed By: _____

Signature: _____

Date/Time: _____

F.3 Recovery Status Report Template

RECOVERY STATUS REPORT

Incident Reference: _____

Report Date/Time: _____

Report Prepared By: _____

Current Recovery Phase:

- Initial Response
- Assessment
- Service Stabilization
- Primary Recovery
- Full Restoration
- Post-Incident Review

Overall Recovery Status:

- On Schedule
- Minor Delays
- Significant Delays
- Blocked (specify reason: _____)

Recovery Progress Summary:

_____

_____

_____

Recovery Metrics:

Metric	Target	Current Status	Variance
Core Network Availability			
Fiber Routes Restored			
Wireless Site Operational			
Customers Restored			
Average Throughput			

Critical Issues and Blockers:

Issue	Impact	Resolution Plan	Owner	Target Resolution

Resource Status:

Resource	Allocated	Utilized	Additional Needed

Next 24-Hour Priorities:

1. _____
2. _____
3. _____

Customer Communication Status:

- Initial Notification Sent
- Regular Updates In Progress
- Restoration Notices Being Sent
- Post-Incident Communication Planned

Regulatory Reporting Status:

- Required Reports Submitted
- Updates Provided As Required
- Final Reports Pending
- Not Applicable

Additional Notes: _____

Next Report Due: _____

Distribution List: _____

F.4 After-Action Review Template

DISASTER RECOVERY AFTER-ACTION REVIEW

Incident Reference: _____

Incident Period: _____

Review Date: _____

Facilitator: _____

Participants: _____

Incident Overview:

_____

_____

_____

Response Timeline:

Date/Time	Key Event	Actions Taken

Objectives Evaluation:

Recovery Objective	Target	Actual	Met (Y/N)
Core Network RTO			
Fiber Network RTO			
Wireless network RTO			
Customer Communications			
Regulatory Reporting			

What Went Well:

1. _____
2. _____
3. _____

What Could Be Improved:

1. _____

2. _____

3. _____

Root Cause Analysis:

_____

_____

_____

Preventative Measures Identified:

1. _____

2. _____

3. _____

Plan Improvement Recommendations:

Recommendation	Priority	Responsible Party	Target Date

Resource Adequacy Assessment:

Resource	Adequate (Y/N)	Improvement Needed
Staff		
Equipment		
Spares inventory		
Documentation		
Training		
Third Party Support		

Customer Impact Analysis:

Customer Segment	Number Affected	Average Downtime	Business impact
Critical Infrastructure			
Business Customers			
Residential Customers			

Financial Impact:

Category	Estimated Cost
Equipment Replacement	
Staff overtime	
Contractor Fees	
Customer Credits	
Revenue Loss	
Other Costs	
Total Impact	

Documentation Updates Required:

- Disaster Recovery Plan
- Contact Lists
- Network Diagrams
- Inventory Records
- Training Materials
- Other: _____

Follow-up Actions:

Action Item	Responsible Party	Target Date	Status

Approval:

Review Lead: _____

Signature: _____

Date: _____

Disaster Recovery Coordinator: _____

Signature: _____

Date: _____

Kendall County Agenda Briefing

Meeting Type: **County Board**
Meeting Date: 11/18/2025
Subject: Discussion and Approval of Regional Office of Education Employees
Prepared by: Jennifer Breault, Finance and Budget Analyst
Department: Administration

Action Requested:

Discussion and Approval of Regional Office of Education Employees

Board/Committee Review:

October 30, 2025 Finance and Budget Committee Meeting

Fiscal impact:

N/A

Background and Discussion:

According to the Illinois School Code (105 ILCS 5/3-15), the Regional Office of Education is obligated to submit a list of employees for approval by the county board. The Regional Office of Education has provided their staff list for FY26.

Staff Recommendation:

Discussion and Approval of Regional Office of Education Employees

Attachments:

FY26 Staff List

Grundy County Office
1320 UNION STREET
MORRIS, IL 60450
815.941.3247

Kendall County Office
109 W RIDGE STREET
YORKVILLE, IL 60560
630.553.4168

Illinois School Code (105 ILCS 5/3-15) requires the Regional Office of Education to provide a list of employees to the county board for approval. Below is the list as of July 25,2025.

Name	Position/funding	
Guilinger, Mary	County/Grant paid	
Mallaney, Kathleen	County/Grant paid	
Thatcher, Bethany	County/Grant paid	
Childs, Jennifer	Finance Department-grant paid	
Wills, Terese	Finance Department-grant paid	Part Time
Redgate-Offhaus, Rhonda	McKinney Vento-grant paid	
Payne, SarahAnn	Outdoor Ed-Consortium paid	
Bertino, Nicholas	Premier Staff-grant paid	
Farrell, Jeremiah	Premier Staff-grant paid	
Fergelec, Bonnie	Premier Staff-grant paid	
Holladay, Heather	Premier Staff-grant paid	
Janeczek, Kristine	Premier Staff-grant paid	
Lindemuth, Samantha	Premier Staff-grant paid	
McGee, Beth	Premier Staff-grant paid	
Meents, Kristi	Premier Staff-grant paid	
O'Connell, Jennifer	Premier Staff-grant paid	
Pedraza, Dianna	Premier Staff-grant paid	
Peten, Marlisha	Premier Staff-grant paid	
Terry, Jaclyn	Premier Staff-grant paid	
Vitko, Lauren	Premier Staff-grant paid	
Wallace, Alaina	Premier Staff-grant paid	
Elleby, Kim	Truancy Staff-grant paid	
Griffin, Sinatra	Truancy Staff-grant paid	
Jusufi, Agime	Truancy Staff-grant paid	
Thompson, Sheila	Truancy Staff-grant paid	Part Time
Wolf, Richard	Truancy Staff-grant paid	
Carmichael, Carmellia	WIOA-grant paid	
Stransky, Laura	WIOA-grant paid	
Martinez, Maria	Professional Development - grant paid	
Brenczewski, Hallie	Professional Development - grant paid	
Chignoli, Mary	Professional Development - grant paid	

Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: 11/18/2025

Subject: **Resolution Approving State's Attorney's ASA**

Prepared by: **Count Latreese Caldwell, Deputy County**

Department: **Administrator Administration**

Action Requested:

Approve Resolution Setting the Number of Assistant State's Attorneys

Board/Committee Review:

Finance & Budget Committee 10/30/2025

Fiscal impact:

$100,000 salary + $7,280 IMRF + 7,650 FICA + 21,070 average health care costs = $136,000

Background and Discussion:

Per state statute 55 ILCS 5/4-2003 …where assistant State's Attorneys are required by any county, the number of such assistants shall be determined by the county board…

On June 19, 2018, the Kendall County Board approved and adopted Resolution 2018-35 Setting the Number of Assistant State's Attorneys for Kendall County, Illinois at eleven (11) full-time Assistant State's Attorneys and one (1) part-time Assistant State's Attorney.

The Kendall County Fiscal Year 2025-26 Budget and Appropriation allows the State's Attorney to hire an additional full-time Assistant State's Attorney.

The 2025 Resolution increases the full-time Assistant State's Attorneys from eleven (11) to twelve (12) and the part-time Assistant State's Attorney from one (1) to two (2).

Staff Recommendation:

Staff recommends the approval of the attached resolution.

Attachments:

Resolution 2025- Resolution Setting The Number of Assistant State's Attorneys

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2025 -
RESOLUTION SETTING THE
NUMBER OF ASSISTANT STATE'S ATTORNEYS

WHEREAS, 55 ILCS 5/4-2003 provides that the number of Assistant State's Attorneys are determined by the County Board, and the salaries of such assistants shall be fixed by the State's Attorney subject to budgetary limitations established by the County Board;

NOW, THEREFORE, BE IT RESOLVED by the Kendall County Board that, pursuant to 55 ILCS 5/4-2003, the Kendall County State's Attorney may continue to maintain its existing number of Assistant State's Attorneys, which is a maximum of twelve (12) full-time Assistant State's Attorneys and two (2) part-time Assistant State's Attorneys paid at salaries fixed by the State's Attorney subject to the budgetary limitations established by this County Board; and

BE IT FURTHER RESOLVED by the Kendall County Board that, pursuant to 55 ILCS 5/4-2003, the Kendall County State's Attorney may continue to maintain up to five (5) additional Special Assistant State's Attorneys as needed whose salaries shall be fixed by the State's Attorney subject to budgetary limitations established by the Kendall County Board.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Approved and adopted by the County Board of Kendall County Illinois, this 4th day of November, 2025.

Kendall County Board
Chairman Signature:

Attest:

_____
Matt Kellogg, Chairman

_____
Debbie Gillette,
County Clerk

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT

OCTOBER

2025

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	October-23	October-24	September-25	October-25
Calls for Service	751	825	871	800
Police Reports	340	382	387	379
Total Arrests	111	145	156	148
Ordinance Citations Issued	0	4	0	1
TRAFFIC SERVICES				
Traffic Contacts	505	440	463	531
Traffic Citations Issued	284	199	154	135
DUI Arrests	5	4	7	5
TRAFFIC CRASH INVESTIGATIONS				
Property Damage	49	51	57	48
Personal Injury	15	16	8	10
Fatalities	0	0	0	0
TOTAL CRASH INVESTIGATIONS	**64**	**67**	**65**	**58**
VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	53,370	64,566	59,031	71,938
Vehicle Maintenance Expenditures	$4,379	$1,913	$11,335	$17,052
Fuel Expenditures	$15,441	$14,965	$14,860	$14,936
Fuel Gallons Purchased	4,557	4,823	4,505	4,808
Squad Damage Reports	0	0	0	1
AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	0	5
Auxiliary Hours	89	77	61	94
TOTAL AUXILIARY HOURS	**89**	**77**	**61**	**99**
EVIDENCE/PROPERTY ROOM				
New Items into Property Room	83	102	159	104
Disposal Orders Processed	32	48	32	20
Items Disposed Of	207	113	59	67
Items Sent to Crime Lab for Processing	15	36	6	12
INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	27	32	38	19
Total Closed Cases (Patrol/Invest)	22	38	29	25
Total Open Cases (Patrol/Invest)	90	124	165	149
Community Policing Meetings/Presentations	30	34	28	33
Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	11	9	7	6
Sex Offender - Address Verifications Completed	0	25	0	18
Sex Offender - Address Verification Attempted	0	31	0	45
Total # of Sex Offenders- Jurisdiction	31	31	30	30
Total # of Sex Offenders- Entire County	86	89	83	84
Violent Offenders Against Youth Registrations	4	3	1	0
VOAY - Address Verification Completed	0	0	0	6
VOAY - Address Verification Attempted	0	0	0	8
Total # of VOAY- Jurisdiction	6	5	9	8
Total # of VOAY- Entire County	26	23	31	29

RECORDS DIVISION

SHERIFF SALES	October-23	October-24	September-25	October-25
Sales Scheduled	15	8	3	1
Sales Cancelled	10	6	3	1
Sales Conducted	5	2	0	0
CIVIL PAPERWORK				
Papers Filed/Received	202	161	156	207
Papers Served/Executed	147	112	112	162
ORDERS OF PROTECTION				
OP Received	15	16	31	30
OP Prohibiting Firearms	10	0	3	1
OP Served	5	27	26	34
REPLEVINS/LEVY				
Replevin/Levy Scheduled	0	0	0	1
Replevin/Levy Conducted	0	0	0	1
SA, SUBPOENA &FOIA REQUESTS				
Electronic and Recording Copy Requests	70	77	107	86
Body/Dash Cam Requests	na	11	29	52
Accident Reports	16	18	23	18
Background Checks	38	27	25	20
Reports	80	71	128	100
Subpoenas	5	2	2	2
TOTAL REQUESTS	**209**	**206**	**314**	**278**
WARRANTS				
Total Warrants on File	1,281	1,149	1,063	1,055
New Warrants Issued	78	152	117	134
Total Warrants Served	94	46	120	117
Warrants Quashed	17	7	19	25
EVICTIONS				
Evictions Scheduled for Month	13	14	13	12
Evictions Cancelled	5	5	8	5
Evictions Conducted	8	9	5	7
FEES				
Civil Process Fees	$5,200	$5,495	$4,452	$4,026
Sheriff Sales Fees	$3,900	$2,100	$2,100	$0
Records Fees/Fingerprinting	$250	$275	$560	$370
Bond Processing Fees	$1,876	$1,067	$806	$691
TOTAL FEES COLLECTED	**$11,226**	**$8,936**	**$7,918**	**$5,087**

CORRECTIONS DIVISION

JAIL POPULATION				
New Intake Bookings	167	225	244	305
Inmates Released	172	215	233	284
Federal Inmate ADP	11	6	4	4
Kendall County Inmate ADP	58	37	45	46
Other Jurisdictions Inmate ADP	7	18	6	6
Average Daily Population	76	61	55	56
ADP of inmates housed in other Jurisdictions	4	6	6	7

JAIL MEALS	October-23	October-24	September-25	October-25
Number of Meals Prepared Consolidated/Aramark	7,211	5,886	5,184	5,449
Price Per Meal	$3.08	$3.08	$4.53	$4.41

INMATE TRANSPORTS				
To and From Kendall County Courthouse	54	50	38	46
Other County Court Transports	3	0	4	4
Out of County Prisoner Pickups	15	21	22	18
To I.D.O.C	1	0	0	0
Medical/Dental Transports	6	0	1	4
Court ordered medical transports	0	0	1	1
Juvenile To and From Youth Homes/Courts	6	10	9	9
Federal Transports	5	4	1	1
To and From Kane County Jail	6	6	4	4
TOTAL INMATE TRANSPORTS	**96**	**91**	**80**	**87**

INMATE WORK CREWS				
Number of Inmates	0	0	0	0
Number of Locations	0	0	0	0
Total Hours Worked	0	0	0	0

REVENUE				
Amount Invoiced for Inmates Housed for Other Juris.	$5,400.00	$27,000.00	$0	$0.00
Amount Invoiced for Federal Housing	$31,740	$17,112	$11,040	$11,408
Amount Invoiced for Federal Court Transport	$1,068	$917	$824	$0
Amount Invoiced for Federal Medical Transport	$672	$481	$67	$536
TOTAL INVOICED	**$38,880**	**$45,510**	**$11,930**	**$11,944**

MEDICAL BILLING				
Medical Contractual Services	$21,917	$37,303	$24,115	$24,115
Prescriptions	$3,621	$1,275	$0	$680
Medical	$86	$39	$491	$466
Dental	$0	$2,202	$830	$0
Emergency Medical Services	$0	$145	$0	$0
Medical Supplies	$318	$548	$300	$289
TOTAL MEDICAL BILLING	**$25,943**	**$41,513**	**$25,736**	**$25,549**

Housing Expense				
Kane County Jail	$0	$0	$0	$0
TOTAL HOUSING EXPENSE	**$0**	**$0**	**$0**	**$0**

COURT SECURITY				
Entries	10,940	11,568	12,255	12,770
Items X-rayed	4,666	4,742	4,944	5,958
Bond Call - In Person	58	117	118	144
Bond Call - Video	0	0	0	0
Kendall Prisoners	63	42	52	54
Other Prisoners	16	22	19	34
Arrests made at Courthouse	15	27	25	40
Contraband Refused	60	70	51	59

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	October-23	October-24	September-25	October-25
Juvenile	4	5	4	7
Adult	81	66	87	84
TOTAL PARTICIPANTS	**85**	**71**	**91**	**91**

Orders	October-23	October-24	September-25	October-25
Presentenced	73	68	88	82
Bischof	29	29	44	43
Post Sentenced	12	3	3	9

Days Defendants Served on EHM	October-23	October-24	September-25	October-25
Juvenile	113	155	93	151
Adult	2,289	1,851	2,268	2,337
TOTAL DAYS	**2,402**	**2,006**	**2,361**	**2,488**

EHM VIOLATIONS	October-23	October-24	September-25	October-25
Juvenile	0	0	0	0
Adult	5	12	13	12
TOTAL VIOLATIONS	**5**	**12**	**13**	**12**

COST vs. COLLECTIONS	October-23	October-24	September-25	October-25
Cost	$6,317	$5,276	$6,209	$6,543
Collected	$1,423	$3,033	$9,302	$18,077

KCSO TRAINING

CORRECTIONS DIVISION	October-23	October-24	September-25	October-25
NATURE OF TRAINING				
Acting Officer in Charge				48
Annual Mandatory Firearms Quals				13
Annual Shotgun Qual				3
Correctional Off Safety Practical Strategies for Jail Staff				1
CourtSmart				0.5
Law Enforcement & the Family Dynamic				20
LE Interactions w/ LGBTQ+ Community				8
LEADS Less Than Full Access				4
LEADS Re-Cert				4.5
Lexipol DTB's				19.5
Off Duty Qual				6
Officer Stress Management				1
Realistic De-Escalation Instructor				16
Rifle Qual				3
Roll Call Training				26
Security & Privacy LEADS				10.5
Supervisor Training 101				16
Stress Management for Law Enforcement				11.25
Taser 10 In-House				136
TOTAL HOURS	**301.50**	**148.50**	**553.75**	**347.25**

OPERATIONS DIVISION	October-23	October-24	September-25	October-25
NATURE OF TRAINING				
Advanced Reid Interviewing & Interrogation				6
Annual Mandatory Firearms Quals				47
Annual Shotgun Quals				28
BAO Recert				3
Basics of Search & Seizure				8
CourtSmart				18
Crisis Intervention/Disturbance Calls				0.75
Firearms Restraining Order Act Awareness				1
Intentional Leadership				17
LEADS Re-Cert				12
Lexipol DTB's				24.75
Mental Health Awareness				25
Off Duty Qual				15

Officer Stress Management	8
Realistic De-Escalation	315
Rifle Qual	28
Security & Privacy LEADS	13.5
Sexual Harassment: Definitions & Prevention	1
Supervisor Liability for Law Enforcement	24
The Reid Technique of Interviewing & Interrogation	18
Trauma Informed Response to Sexual Abuse/Assault	64

TOTAL HOURS	**719.75**	**602.25**	**533.25**	**677.00**

COURT SECURITY	**October-23**	**October-24**	**September-25**	**October-25**
NATURE OF TRAINING				
CourtSmart				3
Law Enforcement & the Family Dynamic				4
Lexipol DTB's				4.5
Stress Management for Law Enforcement				3
Taser 10 In-House				16
TOTAL HOURS	**62.50**	**22.00**	**22.50**	**30.50**

ADMINISTRATION DIVISION	**October-23**	**October-24**	**September-25**	**October-25**
NATURE OF TRAINING				
CourtSmart				1
LEADS Re-Cert				1.5
Security & Privacy LEADS				1.5
Supervisor Training 101				6
TOTAL HOURS	**39.50**	**2.50**	**29.75**	**10.00**

AUXILIARY	**October-23**	**October-24**	**September-25**	**October-25**
NATURE OF TRAINING				
Lexipol			1	8.5
Traffic Incident Management Instructor				7.5
KC Annual Unlawful Harassment				2
Cybersecurity Awareness				1
Illinois Identity Protection Act				1
Annual Firearms Qual				3.5
Annual Shotgun Qual				2
Off Duty Qual				2
Rifle Qual				2
TOTAL HOURS	**5**	**4.00**	**1.00**	**29.50**

PART TIMERS	**October-23**	**October-24**	**September-25**	**October-25**
NATURE OF TRAINING				
Annual Mandatory Firearms Qual				3.5
Annual Shotgun Qual				2
CourtSmart				2
Lexipol DTB's				3.75
Off Duty Qual				1
Officer Stress Management				3
Rifle Qual				2
Trauma Informed Response to Sexual Assault/Abuse				8
TOTAL HOURS	**28.75**	**23.75**	**14.50**	**25.25**

Kendall County Clerk				
Revenue Report		**10/1/25-10/31/25**	**10/1/24-10/31/24**	**10/1/23-10/31/23**
Line Item	**Fund**	**Revenue**	**Revenue**	**Revenue**
CLKFEE	County Clerk Fees	$777.50	$715.50	$614.50
MARFEE	County Clerk Fees - Marriage License	$1,800.00	$1,500.00	$1,650.00
CIVFEE	County Clerk Fees - Civil Union	$30.00	$0.00	$0.00
ASSUME	County Clerk Fees - Assumed Name	$15.00	$20.00	$20.00
CRTCOP	County Clerk Fees - Certified Copy	$2,766.00	$2,228.00	$2,212.00
MISINC	County Clerk Fees - Misc	$15.00	$108.00	$62.60
	County Clerk Fees - Misc Total	$5,403.50	$4,571.50	$4,559.10
RECFEE	County Clerk Fees - Recording	$28,742.00	$26,856.00	$23,161.00
	Total County Clerk Fees	$34,145.50	$31,427.50	$27,720.10
CTYREV	County Revenue	$82,815.50	$48,042.75	$49,776.25
DCSTOR	Doc Storage	$29,866.46	$22,275.72	$13,367.50
GISMAP	GIS Mapping	$52,140.00	$48,544.00	$42,510.00
GISRCD	GIS Recording	$8,344.25	$6,291.25	$2,834.00
INTRST	Interest	$141.08	$82.99	$98.20
RECMIS	Recorder's Misc	$4,000.25	$6,087.00	$5,632.00
RHSP	RHSP/Housing Surcharge	$27,990.00	$25,758.00	$22,122.00
TAXCRT	Tax Certificate Fee	$1,160.00	$840.00	$1,000.00
TAXFEE	Tax Sale Fees	$50.00		$0.00
PSTFEE	Postage Fees	$176.00		
CK # 20069	To KC Treasurer	$240,829.04	$189,349.21	$165,060.05
Death Certificate Surcharge sent from Clerk's office $1524.00 ck # 20068				
Dom Viol Fund sent from Clerk's office $305.00 ck 20067				

Office of Jill Ferko
Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
AS OF MONTH END 10/31/2025

REVENUES*	Annual Budget	2025 YTD Actual	2025 YTD% %	2024 MTD Actual	2024 MTD %
Personal Property Repl. Tax	$650,000	$473,209	72.80%	$641,464	70.10%
State Income Tax	$3,640,768	$4,070,040	111.79%	$3,830,594	119.40%
Local Use Tax	$810,000	$315,655	38.97%	$715,524	88.30%
State Sales Tax	$700,000	$1,160,324	165.76%	$831,120	138.50%
County Clerk Fees	$300,000	$273,893	91.30%	$244,301	69.80%
Circuit Clerk Fees	$1,310,000	$1,375,832	105.03%	$1,232,309	123.20%
Fines & Foreits/St Atty.	$310,000	$322,268	103.96%	$417,172	160.50%
Building and Zoning	$100,000	$121,575	121.57%	$127,313	149.80%
Interest Income	$800,000	$1,825,306	228.16%	$2,219,615	341.50%
Health Insurance - Empl. Ded.	$1,398,187	$1,302,086	93.13%	$1,282,096	78.00%
1/4 Cent Sales Tax	$3,906,000	$4,245,765	108.70%	$3,609,036	110.00%
County Real Estate Transf Tax	$450,000	$551,164	122.48%	$560,363	124.50%
Federal Inmate Revenue	$201,480	$170,844	84.79%	$236,532	47.00%
Sheriff Fees	$121,765	$85,659	70.35%	$107,123	99.90%
TOTALS	**$14,698,200**	**$16,293,619**	**110.85%**	**$14,297,026**	**103.12%**
Public Safety Sales Tax	**$8,000,000**	**$7,733,258**	**96.67%**	**$6,470,620**	**80.90%**
Transportation Sales Tax	**$8,000,000**	**$7,733,258**	**96.67%**	**$6,470,620**	**80.90%**

****All Accruals for FY24 have been completed at this time. So these figures are where we currently stand for FY2025**
*Includes major revenue line items excluding real estate property taxes which are to be collected later.

EXPENDITURES

All General Fund Offices/Categories					
	$39,451,847	**$30,426,955**	**77.12%**	**$32,639,190**	**89.50%**

To: Law, Justice and Legislation Committee Board Members KCBoard@kendallcountyil.gov
Kendall County Board dgillette@kendallcountyil.gov
Kendall County, Illinois
From: Jason D. Majer, Kendall County Public Defender

MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER

AS OF NOVEMBER 2025

	J. MAJER	C. WHEATON	K. GUSTAFSON	R.LANCILOTI	C.WITHERUP	S. HOLLMEYER	New Files	TOTAL
Criminal Felony:	**138**	**164**	**239**			**52**	**158**	
Class M-	6	2						
Class X-	7	23	2					
Class 1-	5	7	8					
Class 2-	32	34	44			1		
Class 3-	37	36	79			25		
Class 4-	50	59	102			26		
MX/SVP/Post C.:	1	3	4				2	
Criminal CM:	**22**	**21**	**60**	**61**	**124**	**59**	**80**	
Criminal DUI/DT:	**10**	**2**	**3**	**25**	**11**	**22**	**28**	
Criminal DV:	**20**	**12**	**3**	**61**	**17**	**40**	**50**	
Traffic Offenses (TR):	**10**	**19**	**44**	**110**	**6**	**58**	**32**	
Traffic Offenses (MT):	**17**	**13**	**12**	**167**	**70**	**132**	**178**	
Juvenile JA/Truancy JV:			**7**	**90**	**15**	**103**	**20**	

	J. MAJER	C. WHEATON	K. GUSTAFSON	R.LANCILOTI	C.WITHERUP	S. HOLLMEYER	New Files	TOTAL
Juvenile JD:			**1**	**55**	**10**	**36**	**38**	
Class X-						5		
Class 1-				2		2		
Class 2-				12	2	5		
Class 3-				11	2	4		
Class 4-			1	7	1	4		
CM-				23	5	16		
Criminal Contempt:								
Civil Law/Other:								
Conditions Call Only:							**30**	
Total Open/NOV-25:	**217**	**231**	**369**	**569**	**253**	**496**		**2,135**
Total Open/OCT-25:	**245**	**258**	**404**	**581**	**309**	**494**		**2,291**
Total Closed/OCT-25:	**75**	**84**	**71**	**69**	**60**	**71**		**430**
Total New Files-OCT-25:	**56**	**71**	**77**	**125**	**125**	**132**		**586**