Kendall County Board Agenda
Adjourned September Meeting

Kendall County Historic Courthouse
110 W. Madison St, Yorkville, IL 60560
Tuesday December 16, 2025, at 9:00 AM

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
    A. County Board meeting minutes from November 25, 2025 (p.3)
    B. Standing committee minutes (p.5)
    C. Claims in the amount not to exceed $1,682,381.84 from December 15, 2025
    D. Kendall County 2026 Committee Meeting Schedule (p.63)
    E. New Fitness for Duty Policy (Section 5.15 in the Kendall County Employee Handbook) (p.66)
    F. Revised Wage and Salary Policy (Section 7.1 in the Kendall County Employee Handbook) (p.69)
    G. Revised Personal and Banked Sick Leave Policy (Section 8.1 in the Kendall County Employee Handbook) (p.74)
    H. Revised Voting and Election Judge Leave Policy (Section 8.3 in the Kendall County Employee Handbook) (p.79)
    I. Revised Military Leave Policy (Section 8.5 in the Kendall County Employee Handbook) (p.81)
    J. Revised Blood and Organ Donor Leave of Absence Policy (Section 8.13 in the Kendall County Employee Handbook) (p.88)
    K. Phase II Contingency Reduction #6: Total of $90,595 with revised contract amounts as follows: Lite Construction $2,718,411 ($24,495 increase), Guardian Steel $407,661 ($1,145 increase), Abbey Paving $260,890 ($3,370 increase), Nelson Fire Protection $166,718 ($1,439 increase), Omega Plumbing $320,997 ($1,041 increase), Artlip & Sons $878,190 ($1,320 increase), Aurora Wiring & Fixture $1,133,032 ($1,346 increase), ASE Illini-Scapes $47,675 ($6,175 increase) and Otto Baum Company $37,115 ($7,715 increase) (p.91)
    L. Purchase of County Office Building Boardroom A/V System Re-installation, Executive Conference Room Upgrades and Conference Rooms/GIS Office A/V System Installations from CTI Conference Technologies, Inc. via the TIPS purchasing cooperative contract #200904 for $142,155.41(p.97)
    M. Purchase of County Office Building and Clerk's Building Lobby/Entrance Digital Signage from AdGators for $22,437(p.110)
    N. Courthouse Sump Pump Replacement contract with Cannonball Mechanical for a not-to-exceed cost of $170,500 (p.126)
    O. Five-year contract extension with Marco for copier and printer services for $119,784 annually (p.178)
    P. Petition 25-19, a Request from Koswatte Sumanawansa on Behalf of Chicago Buddhist Vihara for a Special Use Permit for a Place of Worship at the Property West of 5313 Route 34, Oswego (PIN: 03-18-403-016) in Oswego Township; Property is Zoned B-2 (p.184)
    Q. Contract for Engineering Review, Inspection and Consultation Services with WBK Engineering, LLC for a Period of Two Years with Optional Annual Renewals; Related Fees of Initial Escrow Deposits of $2,500 for Review Services and $3,500 for Construction Inspection Services Are Unchanged from Current Contract (p.193)
    R. Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) (p.213)
    S. Resolution for Maintenance Under the Illinois Highway Code appropriating $500,000 for the purchase of bulk rock salt and general maintenance of highways (p.214)
    T. Disposal of Capital Assets (Highway Vehicle) (p.233)
    U. Resolution of Kendall County's Contribution for Participation in the State's Attorneys Appellate Prosecutor's Program (p.235)
10. Old business

11. New Business
12. Elected Officials and Department Reports
    A. Sheriff (Report included in packet p.237)
    B. County Clerk and Recorder (Report included in packet p.243)
    C. Treasurer (Report included in packet p.244)
    D. Clerk of the Court
    E. State's Attorney
    F. Coroner (Report included in packet p.245)
    G. Health Department
    H. Supervisor of Assessments
    I. Regional Office of Education (Report included in packet p.248)
    J. EMA
    K. Public Defender (Report included in packet p.253)
    L. VAC (Report included in packet p.255)
13. Standing Committee Reports
    A. Human Resource & Insurance:
        i. New Family Neonatal Intensive Care Unit Leave Policy (Section 8.14 in the Kendall County Employee Handbook) (p. 264)
    B. Planning Building & Zoning:
        i. Petition 25-08, a Request from Jeremy M. and Samantha L. Dippold on Behalf of Best Budget Tree, LLC for a Special Use Permit for Outdoor Storage of Recreational Vehicles and Boats at 2241 Route 52, Minooka (PIN: 09-15-200-003) in Seward Township; Property is Zoned A-1 (p.267)
    C. Highway:
        i. Ordinance for the establishment of altered speed zones on various County Highways (p.275)
    D. Finance & Budget:
        i. Master Services and Purchasing Agreement with Axon Enterprise, Inc. for 10 years with a total cost of $7,435,932.40 (p.277)
14. Special Committee Reports
15. Liaison Reports
16. Other Business
17. Chairman's Report

Appointments

Dee Studler – Ethic Commission – 2-year Term - Expires December 2027

Russ Corneils – Ethic Commission – 2-year Term - Expires December 2027

Crystal Steinbach – Ethic Commission – 2-year Term - Expires December 2027

Cathy Anzelc – Regional Planning Commission – 3-year Term – Expires December 2028

Karin McCarthy-Lange – Regional Planning Commission – 3-year Term – Expires December 2028

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

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

KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
November 25, 2025

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, 110 W Madison St, in the City of Yorkville on Tuesday, November 25, 2025, at 4:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Brian DeBolt, Elizabeth Flowers (4:18), Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Zach Bachmann

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Chairman Kellogg asked for a moment of silence remembering Dr. Gary Shlapp.

THE AGENDA

Member DeBolt moved to approve the agenda moving Special Recognition to Chairman's Report, item B under consent move to New Business and items C and D to Standing Committee Reports - Finance. Member Peterson seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

PUBLIC COMMENT

Nina Swistera spoke about the tabled shooting ordinance, stating that they are still shooting into the woods that they do not legally own.

CONSENT AGENDA

Member DeBolt moved to approve the consent agenda. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion Carried**.

A. Claims not to exceed $2,334,470.05 from November 30, 2025
B.
C.
D.
E. Kendall County Asset Policy

C) COMBINED CLAIMS: ADMIN $942.97; ANIMAL $5,183.26; CIR CLK $1,785.97; CRT SRV $10,245.98; CRNER $1,155.49; CORR $11,671.29; CNTY ADMIN $10,535.61; CNTY BRD $1,243,166.23; CNTY CLK $4,286.85; HIGHWY $338,760.53; ELECT $21,016.01; EMA $1,110.08; FCLT MGMT $65,359.23; GIS $9,185.84; HHS $148,713.63; HR $39.36; MERIT $15,495.00; PBZ PLNR $4,562.93; PBZ $1,454.23; PROB SPVSR $1,427.07; PUB DEF $1,193.73; ROE $5,365.77; SHRF $55,254.92; ST ATTNY $3,993.93; TECH $68,581.22; TREAS $685.17; UTIL $36,754.98; VET $2,852.36; FORST $54,068.35; SHRF $29,764.80; SHRF $41,686.58.

E) A complete copy of Resolution 25-40 is available in the Office of the County Clerk.

NEW BUSINESS

2025-2026 Fiscal Year Budget

Member Gengler moved to approve the Ordinance Approving the Kendall County Fiscal Year 2025-26 Budget Appropriations. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Koukol and Shanley. **Motion carried 6-2.**

A complete copy of Ordinance 25-26 is available in the Office of the County Clerk.

STANDING COMMITTEE REPORTS

Finance

Budget Amendment #1

Member Koukol moved to approve FY26 Budget Amendment #1 (Misc. budget document corrections). Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 25-27 is available in the Office of the County Clerk.

Budget Amendment #2

Member Shanley moved to approve FY26 Budget Amendment #2 (Transfer of $87,020 from Contingency to 11002120-51270 Salaries – Asst. States Attorney). Member Koukol seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

CHAIRMAN'S REPORT

Taylor Cosgrove and Brianna Falk fondly remembered Dr. Shlapp, he was a great mentor and will be missed.

ADJOURNMENT

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

Approved and submitted this 2nd day of November 2025.
Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Wednesday, September 17, 2025, at 5:30 p.m.

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Dan Koukol	Here		
Scott Gengler	Here		
Elizabeth Flowers	Here		
Brooke Shanley		5:45 p.m.	
Seth Wormley	absent		

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

Staff Present: Christina Burns, Jennifer Breault, Natalia Borowska, Taylor Cosgrove, Brianne Falk, Todd Volker, Roger Bonuchi

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

Approval of Minutes – Member Gengler made a motion to approve the July 16, 2025 Committee Meeting minutes, second by Member Flowers . **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

Committee Reports and Updates

A. **Animal Control Department Update** –
Taylor Cosgrove, Director of Animal Control, directed the committee to the provided packet for reports and updates. She noted that in August, there was a decrease in bite incidents, with three cases classified as dangerous dog determinations. In that month, the department received a total of 87 animal intakes. Overall, there has been an upward trend this year, with a total of 1,311 animal intakes to date. She also reported that the trailer has been delivered to the site for their temporary office, but it has not yet been occupied as they are awaiting the installation of the network connection and ComEd services. She noted that they have some upcoming adoption events scheduled for September and October. Chair Koukol noted that Ms. Cosgrove should work with Facilities to make sure there is plenty of signage for the public.

B. **Emergency Management Agency Update** –
Roger Bonuchi EMA director updated the committee on EMA's latest activities, these updates can be found on page 18 of the packet. He noted the last UCP (mobile command) event is coming this next weekend. The state has implemented a new plan for UCP maintenance, which involves bringing the UCP units statewide to a designated diesel maintenance center for inspections. Mr. Bonuchi mentioned that maintenance for their unit is currently conducted by Oswego, whose services are of excellent quality. He expressed confidence that this unit will successfully pass any upcoming inspections. He is also working on grant applications.

C. Revolving Loan Status Update –
Jennifer Breault, Finance and Budget Analyst, guided the committee to page 20 of the packet for the updates on the revolving loan status. Two of the revolving loans are still out of compliance as of this date.

D. Kendall Area Transit Update –
Jennifer Breault, Finance and Budget Analyst and KAT PCOM, directed the committee to page 21 of the packet for the Kendall Area Transit report. KAT provided a total of 30,889 rides, with 52% for seniors, 22% for individuals with disabilities, and 26% for the general public. The number of turnaways has decreased compared to previous years. Additionally, she wishes to acknowledge the outstanding on-time performance rate of 98.6%. Ms. Breault continues to reach out to the townships for funding, so far four of the nine have received approval through the County Board. PCOM is scheduled to meet with the remaining townships in October. A project that KAT is also working on is Adopt-A-Rider fundraising event, this will be a fundraising event patterned after Grundy County Transit (see flyer on page 22). They have had success with this program and is a win-win as it can help with the DOAP grant. A five dollar donation will pay for one round trip ride for a citizen who would otherwise struggle to pay for the services. Chair Koukol graciously donated to the fundraiser tonight and encourages the other board members to do the same.

E. Economic Development Update –
Todd Volker, the Economic Development Coordinator, provided an update to the Committee regarding the Economic Development department, as detailed in his report on page 23 of the packet. October is designated as Manufacturing Month, and a breakfast event is scheduled for October 3, 2025. Additionally, Mr. Volker is organizing a job fair to be held at the Eldamain YMCA; he mentioned that this event has been well-received and has outgrown the previous venue. The Fall 2025 KEDA Factory Tour is also planned. Moving forward, he aims to prioritize the summer internship program to attract greater student participation.

New Committee Business

A. Discussion and Approval of Advertising Policy
The purpose of the advertising policy is to provide guidance to Kendall County on acceptable forms of advertising for the Kendall Area Transit program (KAT) on or inside KAT vehicles, bus shelters, or other assets and media owned by the county for the operation of KAT. This was previously discussed, the policy can be found on page 28 of the packet, the policy was reviewed by the State's Attorney's office as suggested by this committee.

Member Shanley made a motion to forward to the County Board meeting, second by Member Gengler. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

B. Discussion and Approval of RFP for Advertisement on Kendall Area Transit Vehicles
The purpose of this agenda item is to solicit Request for Proposals (RFP) for the purpose of advertising on the Kendall Area Transit buses, externally or internally (page 32). The County is requesting proposals from established and well-qualified firms to provide transit advertising services. These transit advertising services shall consist of, but not limited to, selling, placing, administering, and managing commercial revenue generating advertisements mounted in sign racks on the interiors and wrap-style on the exteriors of the KAT bus fleet, owned by Kendall County. This has the potential to be a major source of revenue for Kendall Area Transit. Consensus of the committee is to move forward with the RFP and when a contract is procured to bring it in front of the committee for the approval process.

C. Rabies Citation Discussion
Taylor Cosgrove, Director of Animal Control, explained the purpose of this agenda item. The Animal Control Department is seeking guidance from the committee on the most effective way to address the current issue. Revenue from the sale of animal tags has declined over the last few years; specifically, veterinarians practicing outside the county are not required to sell Kendall County tags, leading to a significant reduction in revenue. The state law only requires that veterinarians within the county supply the rabies tags to public. The state law and county ordinance stipulates that dog owners are required to ensure their pets are current on rabies vaccinations and to acquire the appropriate registration tags with the county. Rabies is a human and animal (zoonotic) public health concern. Non-compliance constitutes a

violation of this ordinance. Currently, enforcement of these violations has been limited, with only the Sheriff's Office or authorized city police officers empowered to issue citations. Ms. Cosgrove is requesting authority for herself and her Animal Control Officer/Kennel Manager to issue citations, aiming to reduce the administrative burden on other departments. Their proposed plan includes calling pet owners directly instead of mailing notices, as previous efforts have been ineffective. The objective is to recover an estimated $30,000 in lost revenue rather than penalize pet owners with fines. The primary focus is on working collaboratively with owners to achieve compliance, rather than imposing penalties. Presently, the ordinance applies to dogs; future considerations may include extending regulations to cats. The overarching goal is to encourage owners to purchase registration tags without resorting to fines unless absolutely necessary. The consensus is to permit Ms. Cosgrove to draft a formal proposal and consult with the Kendall County State's Attorney's Office regarding this request.

D. Approval of a First Amendment to the Greater Chicagoland Economic Partnership Agreement
County Administrator Christina Burns explained the purpose of this agenda item to the committee (page 61 of packet). Kendall County joined the other CMAP counties (Lake, McHenry, Kane, Will, DuPage, Kendall and Cook) to establish the Greater Chicagoland Economic Partnership (GCEP) focused on regional economic development. World Business Chicago is the operator for this organization The initial three-year agreement concludes at the end of 2025. While the membership originally intended to enter into a new partnership agreement, it determined that it needed more time to establish priorities and operational model for the next agreement. Therefore, GCEP is seeking a one-year renewal to the agreement with the current services and rates. Staff supports the extension as GCEP has been a valuable business partner and provides high-level economic development resources to Kendall County staff and municipal partners. This allows access to major economic events, collaborative meetings, and World Business research center that provides invaluable data to attract and maintain businesses.

Member Shanley made a motion to forward to the County Board meeting, second by Member Flowers. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

Old Committee Business – None

Chairman's Report – Chair Koukol would like this committee to be kept informed by staff about any monetary funds received, significant developments, or any upcoming meetings that impact the Animal Control, KAT or Economic Development. Mr. Koukol also gave an update on the Workforce Development Board and their goal to help citizens find jobs via kiosks that will be placed in DeKalb, Kendall and Kane counties.

Public Comment - None

Executive Session - None

Action Items for Committee of the Whole - None

Action Items for County Board -

- Approval of Advertising Policy
- Approval of First Amendment to the Greater Chicagoland Economic Partnership Agreement

Adjournment - Member Gengler made a motion to adjourn, second by Member Flowers.
With four (4) members present voting aye; the meeting was adjourned at 6:44 p.m.

Respectfully submitted,
Sally Seeger
Recorder/Administrative Assistant

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
4:30 p.m.
Meeting Minutes of October 14, 2025

CALL TO ORDER
The meeting was called to order by Chairman Wormley at 5:12 p.m.

ROLL CALL
Committee Members Present: Brian DeBolt, Dan Koukol, Ruben Rodriguez (Vice Chairman), and Seth Wormley (Chairman)
Committee Members Absent: Elizabeth Flowers
Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Part-Time Office Assistant, Dan Gorman, John Pearson and Doug Windsor

APPROVAL OF AGENDA
Member DeBolt made a motion, seconded by Member Rodriguez, to approve the agenda as presented. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES
Member Koukol made a motion, seconded by Member DeBolt, to approve the minutes of the September 8, 2025, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT
John Pearson, one (1) of the neighbors of a nearby short-term rental, spoke about the disturbances that were happening. Mr. Pearson stated there were around thirty (30) individuals at the location over the past weekend. Mr. Pearson stated the sheriff was called during the disturbance and wanted to thank law enforcement for their assistance.

Doug Winsor, also one (1) of the neighbors of a nearby short-term rental spoke about the same disturbances. Mr. Winsor feels that the situation is strongly violating County ordinances. Mr. Winsor also feels that the County is failing to enforce rules and regulations.

Chairman Wormley explained that the County is diligently working to resolve the issue of short-term rentals.

Expenditure Report
Review of Expenditures from the Previous Month
The Committee reviewed the Expenditure Report.

PETITIONS

Petition 25-04 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)

Mr. Asselmeier summarized the request.

The Petitioner is seeking a special use permit for a commercial solar energy facility and a 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.

The application materials, including the boundary survey, stormwater information, including the wetland delineation report, the original site plan, the amended vegetative management plan, decommissioning information, and the Agricultural Impact Mitigation Agreement were provided.

On or about July 30, 2025, the Petitioner informed the County that they were amending the orientation of the solar panels and thus amending the site plan. The new alignment with cause the racking to be seven (7') off of the ground instead of ten (10') feet off of the ground. The area of disturbance will also be lowered from approximately two thirds (2/3) of an acre to approximately point five-four (0.54) acres. Page 5 of the Vegetative Management Plan was also amended to reflect the new site plan. On September 24, 2025, the Petitioner informed the County that they were moving the driveway approximately forty feet (40') to the west, at the request of the neighbors, and adjusting the vegetative management plan accordingly. The new site plan was provided.

The property is located between 9417 and 9221 Corneils Road in Bristol Township.

The property is approximately thirty-seven (37) acres in size with approximately twenty (20) acres inside the fence.

The existing land use is Agricultural and the property is zoned A-1.

The County's Future Land Use Map calls for the property to be Suburban Residential (Max 1.00 DU/Acre) and Yorkville's Future Land Use Map calls for the property to be Estate/Conservation Residential.

Corneils Road is a Minor Collector Road maintained by Bristol Township.

The United City of Yorkville has a trail planned along Corneils Road.

There are no floodplains on the property. There is one (1) farmed wetland on the property and two (2) additional wet areas on the property identified in the wetland delineation report.

The adjacent land uses are Agricultural and Single-Family Residential.

The adjacent properties are zoned A-1 and R-3 in the County and R-2, R-2D, R-3, and B-3, inside Yorkville.

The County's Land Resource Management Plan calls for the area to be Urbanized Communities, Suburban Residential, and Commercial.

Yorkville's Comprehensive Plan calls for the area to be Estate/Conservation Residential and Metra Station Transit Oriented Development.

Properties within one half (1/2) of a mile are zoned A-1, A-1 SU, R-3, B-1, and B-3 in the County and R-2, R-2D, R-3, R-4, and B-3 inside Yorkville.

The A-1 special use permit to the east is for a landscaping business. The A-1 special use permit to the west is for a welding business.

Approximately thirty-three (33) homes, not including the homes in the original town of Bristol Station are located within half (1/2) of a mile of the subject property. Raging Waves water park is also located within half (1/2) of a mile of the subject property.

EcoCAT Report identified protected resources in the area, but negative impacts were unlikely. The Illinois Department of Natural Resources recommended establishing pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources was provided.

The LESA Score was 179 indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Bristol Township on April 23, 2025. Prior to submittal to Kendall County, the Bristol Township Board reviewed the proposal on April 7, 2025, but that meeting was for informational purposes only. Bristol Township reviewed the proposal at their meeting on May 7, 2025. Bristol Township recommended approval of the proposal. The minutes were provided. The signed road use agreement was provided.

Petition information was sent to the United City of Yorkville on April 23, 2025. Prior to formal application submittal, the United City of Yorkville submitted an email stating they would not pursue annexation at this time. The email notes the proximity of several homes to the subject property; the proposal does not meet Yorkville's one thousand foot (1,000') setback requirement from Corneils Road; the proximity to a wetland was noted; five (5) new utility poles were proposed. Yorkville's email was provided. On March 25, 2025, Yorkville submitted an email requesting a forty-foot (40') right-of-way dedication. On April 2, 2025, Bristol Township submitted an email agreeing to the requested dedication. These emails were provided. The United City of Yorkville's Planning and Zoning Commission reviewed the proposal at their meeting on June 11, 2025. The Planning and Zoning Commission recommended not to object to the proposal by a vote of five (5) in favor and one (1) in opposition. The proposal went to the Yorkville Econom-

ic Development Committee on July 1, 2025, and the Yorkville City Council on July 8, 2025. An email explaining this information is included as Attachment 19. The Yorkville Economic Development Committee voted to forward the proposal to the City Council and the City Council voted not to object to the proposal by a vote of six (6) in favor and one (1) in opposition. Emails outlining the votes were provided.

Petition information was sent to the Bristol-Kendall Fire Protection District on April 23, 2025. No comments received

ZPAC reviewed the proposal at their meeting on May 6, 2025. It was clarified that the special use permit runs with the land. Soil tests had not occurred at the property. A condition adding a community impact agreement was discussed. Mr. Klaas did not agree that the project would generate no air, noise, or water pollution as outlined in the first finding of fact for the special use permit. He believed that the production, installation, and decommissioning of solar panels did create pollution. Mr. Guritz questioned the installation of Spruce trees as outlined in the landscaping plan. ZPAC issued a neutral recommendation with an amendment adding the community impact agreement to the list of conditions by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided. Following the ZPAC meeting, the Petitioner offered to replace the Spruce trees with evergreens of a similar height and width.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on May 28, 2025. Discussion occurred regarding the timing of Yorkville's review of the proposal. Discussion also occurred regarding various setback requirements. Discussion occurred regarding the decommissioning bond amount. Discussion occurred regarding the future land uses planned for the area. Neighbors spoke in favor of the project; they favored having solar panels instead of homes in the area and that drainage will be addressed as part of site development. The Kendall County Regional Planning Commission voted to continue the project to their June meeting by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided. The reason for the continuance was to get comments from Yorkville and Bristol Township and to allow the State's Attorney Office to complete their review of a community impact agreement template. At their meeting on June 25, 2025, the Commission discussed the community benefit agreement; the Petitioner was voluntarily entering into the agreement. Discussion occurred regarding spending the funds from the agreement; the specific expenditures would be County Board decisions. Discussion occurred regarding the amount of money in the decommissioning bond and using funds from the community benefit agreement to cover decommissioning. The special use permit does not have a sunset clause, but does have a controlling site plan which dictates the layout of the site. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on June 2, 2025. Discussion occurred regarding the timing of notifications and the possibility of Yorkville annexing the property. The matter was continued to the June 30, 2025, Zoning Board of Appeals hearing. The minutes for this hearing was provided. At the hearing on June 30, 2025, discussion occurred regarding the setbacks, annexing the property to Yorkville, the community benefit agreement, the decommissioning bond, and the anticipated life of the project. One (1) neighbor, representing several adjoining property owners testified in favor of the project. Discussion occurred regarding glare; glare would be redirected to the sky. The panels do not contain any hazardous materials and can withstand hail and severe storms. The road use agreement was still in negotiations. The Petitioner requested that the right-of-way dedication occur prior to the application for the building permit. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff with amendments to set the right-of-way dedication prior to the issuance of the building permit and to amend the landscaping plan to include evergreens of a similar height and width by a vote of four (4) in favor, one (1) in opposition, and two (2) members absent. The minutes of the hearing were provided. Chairman Mohr was in favor of the proposal, but voted against the proposal because he believed the project should be annexed to Yorkville and this will be an island in the future.

The Kendall County Zoning Board of Appeals held a second public hearing on the proposal regarding the revised site plan. Other than the Petitioner, no members of the public testified at the public hearing. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff and the amended site plan by a vote of five (5) in favor, one (1) in opposition, and one (1) member absent. The minutes of the hearing were provided. Chairman Mohr was in favor of the proposal, but voted against the proposal because he believed the project should be annexed to Yorkville and this will be an island in the future.

At their meeting on August 14, 2025, the Planning, Building and Zoning Committee voted to refer the proposal back to the Zoning Board of Appeals for rehearing. The minutes of this meeting were provided.

Per § 36-282(17) of the Kendall County Code, commercial solar energy facilities businesses can be special uses on A-1 zoned property subject to the following conditions:

a. All commercial solar energy facilities and test solar energy systems located within one point five (1.5) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's regulations to flow through the property. Petitioner is requesting a variance.

b. The setbacks for commercial solar energy facilities shall be measured from the nearest edge of any component of the facility as follows:

Occupied Community Buildings or Dwellings on Nonparticipating Properties-One hundred fifty feet (150') from the nearest point on the outside wall of the structure

Boundary Lines of Participating Properties-None

Boundary Lines of Nonparticipating Properties-Fifty feet (50') to the nearest point on the property line of the nonparticipating property

Public Road Rights-Of-Way-Fifty feet (50') from the nearest edge

The above setbacks do not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National Electrical Safety Code, Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors. Per the site plan, the closet non-participating structure is greater than two hundred fifty feet (250') from the solar panels. The solar panels are greater than five hundred feet (500') from Corneils Road.

c. A commercial solar energy facility's perimeter shall be enclosed by fencing having a height of at least six feet (6') and no more than twenty-five feet (25'). This is true. Per the application materials the fence is proposed to be six feet (6') in height. As noted in the site plan, the fence will be six inches (6") above the finished grade. The fence will be chain link topped with barbed wire.

d. No component of a solar panel as part of a commercial solar energy facility shall have a height of more than twenty feet (20') above ground when the solar energy facility's arrays are at full tilt. This is true. Per the site plan, the maximum height will be ten feet, eleven and three-eighths inches (10'-11 3/8"). This was lowered to between seven feet (7') and ten feet (10') in the new site plan.

e. The above setback, fencing, and component height requirements may be waived subject to written consent of the owner of each affected nonparticipating property. This written consent shall be submitted at the time of application submittal. No such consent requested or needed.

f. Sound limitations for components in commercial solar energy facilities shall follow the sound limitations established by the Illinois Pollution Control Board. A noise study was provided.

g. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial solar energy system or related financial assurances to be more restrictive than an agricultural impact mitigation agreement set in State law. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials. The decommissioning plan was provided and is outlined in the Agricultural Impact Mitigation Agreement, which was provided. As

noted in the decommissioning plan, the Petitioner is offering a bond of Fifty Thousand Dollars ($50,000). As suggested in the decommissioning plan, the Petitioner is agreeable to not fight the County in court, if the County wished to acquire title to the subject property in the event that the decommissioning bond is insufficient to cover all of the costs.

h. A vegetative screening shall be placed around the commercial solar energy facility. The site plan references a row of Black Hills Spruce and a row of Buttonbush. The spruce will be six feet (6') minimum in height within three (3) years of planting and the Buttonbush will be four feet (4') minimum in height within three (3) years of planting, as outlined in the amended site plan. The vegetative management plan was provided. The types of vegetation, timing of planting, and maintenance plan are included in the vegetative management plan. Following the ZPAC meeting, the Petitioner offered to replace the Spruce trees with evergreens of a similar height and width.

i. Commercial solar energy facility applicants shall provide the results and recommendations from consultations with the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool (Eco-Cat) or a comparable successor tool. The commercial solar energy facility applicant shall adhere to the recommendations provided through this consultation. The EcoCat was submitted and the recommendation was to establish pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources was provided.

j. Commercial solar energy facility applicants shall provide the results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor toll that is consistent with the U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines and any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review. This was provided. Five (5) threatened or endangered species were in the area.

k. A facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission. While the site is designed around one (1) farmed wetland, there are other wet areas on the property that need to be examined through the stormwater permit review process.

l. A facility owner shall provide evidence at the time of application submittal of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under applicable State law. This information was provided. The State Historic Preservation Office is requesting a

Phase I Archeological Survey.

m. A commercial solar energy facility owner shall plant, establish, and maintain for the life of the facility vegetative ground cover consistent with State law and the guidelines of the Illinois Department of Natural Resources' vegetative management plans. The vegetation management plan shall be required at the time of application submittal. The vegetation management plan, including timelines for planting and maintenance of the vegetation, was provided.

n. The facility owner shall enter into a road use agreement with the jurisdiction having control over the applicable roads. The road use agreement shall follow applicable law. The facility owner shall supply the Kendall County Planning, Building and Zoning Department with a copy of the road use agreement. This provision shall be waived if the jurisdiction having control over the applicable roads does not wish to enter into an agreement. The road use agreement was provided. The application materials and the site plan show at a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

o. The facility owner shall repair or pay for the repair of all damage to the drainage system caused by the construction of the commercial solar energy system within a reasonable time after construction of the commercial solar energy facility is complete. The specific time shall be set in the special use permit. No drain tile information was provided. In the application materials, there is a statement that no drain tile exists on the property.

No buildings are planned for the site. Any structures proposed for the site, including the solar arrays, shall obtain applicable permits.

The property is presently farmland. No wells, septic systems, or refuse collection points were identified.

The proposed area of disturbance is approximately point six-five acres (0.65). The County has concerns regarding the wet areas identified in the wetland delineation report and the farmed wetland identified on the property. The Petitioner submitted a storm-water permit application.

The temporary laydown area shown on the site plan is not proposed to be gravel.

Four (4) infiltration basins are shown on the site plan. Three (3) of these basins would be installed if required by the stormwater pollution prevention plan. No information regarding the infiltration basin was provided.

WBK Engineering submitted a letter on May 27, 2025. They had six (6) comments including determining if the wetlands are jurisdictional, providing a narrative describing

existing and proposed conditions, providing a drain tile study, and providing an easement over the property for vegetative management. WBK Engineering's letter was provided.

The application materials and the site plan show a fifteen-foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

No permanent parking was proposed. There will be a staging area during construction.

No lighting was proposed.

The Petitioner proposed installing one (1) sign at the vehicular access gate stating emergency contact information.

A glare study was provided.

No information was provided regarding impacts on property values

No odors were foreseen.

A noise study was provided.

If approved, this would be the third special use permit for a commercial solar energy facility in unincorporated Kendall County.

At their meeting on June 17, 2025, the County Board approved the special use permit for the commercial solar project in the 10000 Block of Ament Road. The County Board also approved a community benefits agreement. In that agreement, the Petitioner agreed to pay the County approximately Three Thousand Dollars ($3,000) per megawatt annually with five percent (5%) increases every five (5) years. The Petitioner for the proposal on Corneils Road agreed to the same agreement, which was provided. At their meeting on August 19, 2025, the County Board approved the Community Benefits Agreement. Other than adding signatures and correcting the date of approval, the approved Agreement is the same as the document that was reviewed previously.

The Findings of Fact for the special use permit were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The Project will generate clean, renewable electricity while producing no air, noise, or water pollution, or ground contamination. The front portion of the parcel closest to Corneils Road will be retained for agricultural use and/or future residential use. The Petitioner submitted a vegetative management plan outlining the types of vegetation that will be planted, the timing of planting, and a maintenance plan for the vegetation.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially

diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposal will not interfere with the use and enjoyment of nearby properties. The surrounding properties are zoned A-1 and various residential classifications and will not be prevented from continuing any existing use or from pursuing future uses. The proposal's operations would be quiet and minimal traffic will occur after installation is completed. The solar panels are setback from Corneils Road and screened by vegetation from neighboring houses to avoid negative visual impacts.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal will have adequate utility interconnections designed in collaboration with ComEd. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build all roads and entrances at the facility and will enter into an agreement with Bristol Township regarding road use. After initial construction traffic, landscape maintenance and maintenance to the project components are anticipated to occur on an as-needed basis, consistent with the vegetative management plan. Existing traffic patterns will not be impacted in the post-construction operations phase. While no drain tile is believed to be on the subject property, damaged drain tile will be repaired as outlined in the Agricultural Impact Mitigation Agreement and a condition attached to this special use permit.

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. If the requested variance is granted, the proposal meets all applicable regulations.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 3-4 of the Land Resource Management Plan, "Support the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal)." However, the proposal is located on property classified as Residential on the Future Land Use Map and the Kendall County Regional Planning Commission recommended denial of similar proposals.

The findings of fact for the variance were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The subject property is

located within one point five (1.5) miles of the United City of Yorkville. Information was provided stating that the United City of Yorkville did not wish to annex the property or enter into a pre-annexation agreement.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other A-1 zoned properties within one point five (1.5) miles of a municipality could request a similar variance, if the municipality refuses to annex or enter into a pre-annexation agreement.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The difficulty was created because the United City of Yorkville did not wish to enter into a pre-annexation agreement or annex the property.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

Given that the Kendall County Regional Planning Commission previously recommended denial of proposals on properties classified as Residential on the County's Future Land Use Map, and because of lack of clarity in State law regarding using the LaSalle and Sinclar Factors in evaluating applications of special use permits for commercial solar facilities, Staff's recommendation is neutral. Assuming that conditions can be imposed on the special use permit, the proposed conditions and restrictions are as follows:

1. The site shall be developed substantially in accordance with the submitted site plan, vegetative management plan, decommissioning plan, road access plan, and Agricultural Impact Mitigation Agreement. The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall be planted in a second row. **Evergreens of a similar height and width may be installed in place of the Blacks Hills Spruce**. (**Amended at first ZBA hearing**)**.**
2. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
3. The developer and/or owner of the subject property allowed by this special use permit shall enter into a community benefits agreement with Kendall County (**Added at ZPAC**).
4. In the event that the decommissioning bond is insufficient to cover the costs of decommissioning the site as outlined in the decommissioning plan, the owners of

the subject property shall not contest in court if the County wishes to obtain title to the subject property to cover the costs of decommissioning the use allowed by this special use permit.

5. ~~**Within ninety (90) days of the approval of the special use permit**~~ **Prior to the issuance of any building permits**, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the southern property line to Bristol Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline. (**Amended at ZBA**)
6. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
7. All of the vehicles and equipment stored on the subject property allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
8. Any structures, including solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.
9. One (1) warning sign shall be placed near or on the entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.
10. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
11. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
12. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
13. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.
14. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
15. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
16. This special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

The draft ordinance was provided.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-04 with the conditions proposed by Staff.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal goes to the Kendall County Board on October 21, 2025, on the regular agenda.

Petition 25-17 David J. Gilbert
Mr. Asselmeier summarized the request.

On June 20, 2000, the Kendall County Board granted a special use permit for the sale of agricultural products not grown on the premises at the subject property. Ordinance 2000-22 was provided.

Condition of the special use permit required a right-of-way dedication. Staff was unsure if the dedication occurred.

On September 5, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request was attached to the draft revocation ordinance.

The draft revocation ordinance was provided.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

Staff recommended approval of the request.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-17.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal to the Kendall County Board on October 21, 2025, on the consent agenda.

Petition 25-20 Keith A. Rot on Behalf of Edgewood Bank Trust 319 and Rot Rot & Rot Partners
Mr. Asselmeier summarized the request.

On April 11, 1978, the Kendall County Board granted a special use permit for a restricted landing strip at the subject properties. Ordinance 1978-3 was provided.

On August 1, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is attached to the draft revocation ordinance.

The original special use permit from 1978 included portions of the subject parcels and a portion of the property presently addressed as 1237 Plainfield Road. The owner of 1237 Plainfield Road did not wish to revoke the special use permit on her property at this time.

Aerials of the special use area and the subject property were provided.

The draft revocation ordinance was provided.

The subject properties are zoned A-1. If the special use permit is revoked, the property will retain their A-1 zoning classification.

Staff recommended approval of the request.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-20.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal to the Kendall County Board on October 21, 2025, on the consent agenda.

NEW BUSINESS:
Approval to Change the November 2025 Kendall County Planning, Building and Zoning Meeting Date and Time
Mr. Asselmeier reported that he could not attend the meeting on November 10, 2025. The consensus of the Committee was to move the meeting to Wednesday, November 5, 2025, at 5:30 p.m.

Recommendation on 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

Mr. Asselmeier summarized the request.

In 2026, the County will need to submit a Notice of Intent (NOI) for Renewal of General Permit for Discharges from Small Municipal Separate Stormwater Sewer Systems (MS4s) in addition to the Annual Report to the Illinois Environmental Protection Agency. NOIs are due to the State every five (5) years.

The funds to do the project were included in PBZ's proposed budget for FY25-26.

WBK Engineering would like to start work on this project shortly and wait with invoicing the County until after the FY25-26 budget is approved.

Staff recommended approval of the proposal.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the proposal.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal to the Kendall County Board on October 21, 2025, on the consent agenda.

Recommendation on 2026 Comprehensive Noxious Weed Work Plan

Mr. Asselmeier summarized the request.

Kendall County is required by Illinois law to submit an annual Noxious Weed Comprehensive Work Plan to the State by November 1st of each year. The proposed 2026 Kendall County Noxious Weed Comprehensive Work Plan was provided. Other than changing the year, this proposal is the same as the 2025 Noxious Weed Comprehensive Work Plan.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the Plan.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None

Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal to the Kendall County Board on October 21, 2025, on the consent agenda.

Recommendation on Fiscal Year 2025-2026 Meeting Calendar
The Committee reviewed the proposed calendar.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the calendar.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal will be forwarded to the County Board on the consent agenda.

OLD BUSINESS:
Update on the Comprehensive Plan Update Project
The Committee reviewed the minutes and presentation from the September 30, 2025, meeting regarding the WIKADUKE Trail.

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township; Committee Could Approve the Issuance of a Citation
Mr. Asselmeier stated that initially the Petitioner's Engineer was holding up the storm-water permit. Currently the Petitioner is waiting for a response from IDNR related to permit fees and permit approval.

Chairman Wormley recommended that the committee issue a citation.

Member DeBolt made a motion, seconded by Member Koukol to issuing a citation to the Petitioner at 13039 McKanna Road.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code
Mr. Asselmeier summarized the issue.

In 2022, the State updated the Model Floodplain Ordinance. Shortly thereafter, the County decided to review the current Stormwater Management Ordinance against the new Model Floodplain Ordinance, but decided to wait with finalizing any proposals until after codification was completed.

Earlier in 2025, WBK Engineering prepared a redlined version of the proposal, which the Committee reviewed at their February 10, 2025, meeting. This proposal was forwarded to the municipalities for review.

On April 7, 2025, the Committee reviewed the amended proposal which incorporated comments from the municipalities. At that meeting, the Committee also voted to forward the proposal to FEMA.

On September 18, 2025, FEMA submitted their comments to the County and on October 6, 2025, WBK Engineering submitted the County's response to FEMA comments, which were provided.

After FEMA approves the County's comments, the amended proposal will be brought back to the PBZ Committee for review. If the PBZ Committee is agreeable, a public hearing before the Stormwater Management Oversight Committee will be scheduled. Upon completion of the public hearing, the proposal will be forwarded to the County Board.

The County cannot approve amendments to the floodplain regulations without FEMA's approval.

Staff recommended waiting for further action, pending comments from FEMA.

The consensus of the Committee was to continue to wait for further action, pending comments from FEMA.

Special Use Enforcement Update
Mr. Asselmeier reported that he is meeting with the code officials to discuss the special use permits that were still under review.

REVIEW PRE-VIOLATION AND VIOLATION REPORT:
The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:
Mr. Asselmeier reported there is no update from the Historic Preservation Commission.

REVIEW PERMIT REPORTS:
The Committee reviewed the report.

REVIEW REVENUE REPORT:
The Committee reviewed the report.

CORRESPONDENCE
None

COMMENTS FROM THE PRESS:
None

EXECUTIVE SESSION
Member DeBolt made a motion, seconded by Member Rodriguez, to enter into executive session for the purposes of reviewing minutes of meetings lawfully closed under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21)).

The votes were as follows:
Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The Committee recessed at 5:56 p.m.

The Committee returned from executive session at 5:59 p.m.

NEW BUSINESS
Approval to Release Executive Session Minutes of October 14, 2025
Member DeBolt made a motion, seconded by Member Rodriguez, to release the minutes of the executive session of October 14, 2025. With a voice vote of four (4) ayes, the motion carried.

ADJOURNMENT:
Member DeBolt made a motion, seconded by Member Koukol to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 6:00 p.m.

Minutes prepared by Wanda A. Rolf, Part-Time Office Assistant

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
4:30 p.m.
Executive Session Minutes of October 14, 2025

CALL TO ORDER
The executive session was called to order by Chairman Seth Wormley at 5:57 p.m.

ROLL CALL
Committee Members Present: Brian DeBolt, Dan Koukol, Ruben Rodriguez (Vice-Chairman), and Seth Wormley (Chairman)
Committee Members Absent: Elizabeth Flowers
Also Present: Matt Asselmeier (Director)

The purpose of this executive session was to review minutes of meetings lawfully closed under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21)).

The Committee reviewed the minutes from the following meetings:
December 19, 2016
August 7, 2017
November 7, 2022

The consensus of the Committee was to keep the minutes of December 19, 2016, August 7, 2017, and November 7, 2022, executive sessions confidential for personnel reasons and litigation reasons.

Member DeBolt made a motion, seconded by Member Koukol, to adjourn the executive session. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the executive session at 5:58 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, CFM, Director

COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES AND INSURANCE COMMITTEE
Meeting Minutes for Monday, November 3, 2025, at 5:30 p.m.

Call to Order

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:30 PM

Roll Call

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Present	5:20 PM	6:22 PM
Jason Peterson	Present	5:29 PM	6:22 PM
Elizabeth Flowers	Present	5:28 PM	6:22 PM
Zach Bachmann	Present	5:37 PM	6:22 PM
Matt Kellogg	Present	5:15 PM	6:22 PM

Others Present: County Administrator Christina Burns, Human Resources Director Leslie Johnson, and Payroll Specialist Brenda Benz

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

Approval of Minutes for the October 6, 2025, Human Resources & Insurance Committee Meeting: Member Peterson made a motion to approve the minutes, second by Member Flowers. Chairman Rodriguez asked for a voice vote on the motion. **With all present members voting aye, the motion carried.**

Committee Reports and Updates:

A. Monthly Benefits Report:

The monthly benefits report can be found on pages 6 and 7 of the meeting packet. If County Board members have any questions about this report, they are encouraged to reach out to Bob Jones in the Treasurer's Office.

B. Monthly Human Resources Department Report:

Director Johnson provided the Human Resources Department's monthly report for October, which could be found on page 8 of the meeting packet. Director Johnson provided the following highlights:

- The Benefits Fair is November 4th from 9 am -12 pm and from 1 pm-4 pm in the WIC room at the Kendall County Health Department building.

- On October 9th, Julie Bruch from IMFK Law provided a full day Employment Law training for supervisors. There was a very good turnout, and it was well received by staff.

New Committee Business:

A. Revised Leave of Absence Personnel Action Notice Form

Director Johnson explained to the Committee that, with the implementation of the Time and Attendance time keeping system, the County's existing Leave of Absence Personnel Action Form could be simplified to improve efficiencies for all offices. Director Johnson explained the proposed form was provided to all employees who perform various HR functions in the County for their feedback. All feedback received was positive.

Member Flowers made a motion to forward this action item to the County Board for approval, second by Member Peterson. Chairman Rodriguez asked for a voice vote on the motion. **With all present members voting aye, the motion carried.**

B. Property, Liability, Cyber, Auto and Workers' Compensation Insurance for 2026 Policy Year

In accordance with the direction of the Human Resources & Insurance Committee, staff obtained proposals for Kendall County's Property, Liability, Casualty, Cyber, Auto, and Workers' Compensation Insurance coverage for the 2026 policy year. Director Johnson informed the Committee that the County received a proposal from the Counties of Illinois Risk Management Agency (CIRMA) offering three (3) alternative options, and a proposal from the Illinois Risk Management Trust (ICRMT) offering two (2) alternative options. ICRMT is the County's current insurance provider. Director Johnson directed the Committee to a summary of the proposals received, which was included in their meeting packet. Director Johnson reviewed the coverage and services offered by ICRMT and CIRMA. Director Johnson provided the Committee with an update about feedback staff received from current and former CIRMA members about CIRMA and the services it provides to members. The Committee requested staff obtain a proposal from CIRMA for terrorism coverage, which was not included in their original proposals.

Member Bachmann made a motion to forward this action item to the Committee of a Whole for review, second by Member Flowers. Chairman Rodriguez asked for a voice vote on the motion. **With all present members voting aye, the motion carried.**

Old Committee Business:

A. Agreement with Alliant Insurance Service for Brokerage and Consulting Services for Insurance not to exceed $52,500 for December 1, 2025 to November 30, 2029.

Director Johnson informed the Committee that this item would only need to be considered by the County Board if the County Board chose to continue insurance coverage and loss prevention

services with ICRMT. Consensus of the Committee was to table this time until the Committee of the Whole reviewed the insurance proposals received and decided which proposal to forward to the County Board for approval. If the Committee of the Whole voted to forward one of the ICRMT proposals to the County Board for approval, then the Committee requested the Alliant agreement also be included on the County Board agenda for the County Board's approval.

Chairman's Report:

None

Public Comment:

None

Executive Session:

None

Items for the Committee of the Whole Meeting:

1. Property, Liability, Cyber, Auto and Workers' Compensation Insurance for 2026 Policy Year

Action Items for November 18, 2025, County Board Meeting:

1. Items for Consent Agenda:
   a. Revised Leave of Absence PAN Form

2. Items for Committee Business:

   None

Adjournment: Member Flowers made a motion to adjourn, second by Member Bachmann. **With all present members voting aye, motion carried. The meeting was adjourned at 6:22 p.m.**

Respectfully submitted,
Brenda Benz
Human Resources Generalist

HIGHWAY COMMITTEE MINUTES

DATE: November 10, 2025
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Jason Peterson, Dan Koukol, Scott Gengler, and Brooke Shanley
STAFF PRESENT: Michele Riley, John Burscheid, and Francis Klaas
ALSO PRESENT:

The committee meeting convened at 3:37 P.M. with roll call of committee members. Bachmann absent. Quorum established.

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

Motion Gengler; second Koukol, to approve the Highway Committee minutes from October 14, 2025. Motion approved unanimously.

Motion Shanley; second Gengler, to recommend approval of the low bid of $82,308 from Arneson Oil Company for the annual purchase of 12,000 gallons of unleaded gas and 20,000 gallons of diesel fuel for FY 2026. Bid results from 3 bidders were presented to the Committee. Peterson asked if the low bidder was who we had last year. Klaas indicated that Grainco FS was low bidder last year, but Arneson was the low bidder the year before that. So the two suppliers have been alternating low bids recently. J.T. Barrier, LLC has never submitted a bid before. Shanley asked if there was anyone that Highway Department preferred. Klaas indicated that they have not had any real issues with either vendor. Motion approved unanimously by voice vote.

Motion Shanley; second Gengler, to recommend approval of a petition from Oswego Road District for County aid to build or repair bridge, culvert or drainage structure on Reservation Road. Koukol wondered why the County would give the Road District anything until they clean up 1539 Collins Road. Klaas described the project, indicating that the construction would be paid using Township Bridge Program Funds (State Funds). The soft costs, including engineering and land acquisition, would typically be split between County and Road District because there aren't enough TBP monies to fund everything. Koukol asked if Klaas had an opportunity to talk to the Highway Commissioner last week about Collins Road. Klaas spoke with him and stated that the Commissioner has an attorney working on the problem. Koukol thought that had been the excuse for many months. Klaas indicated that the commissioner is an elected official and he can't tell him what to do. Klaas and Koukol agreed that if this was a County Highway, the problem would be solved tomorrow. Koukol wondered if the Committee could delay action on the petition as an incentive to get the Highway Commissioner motivated on Collins Road. Motion to table was offered by Koukol. Shanley asked if there would be any impact on the process if the petition was delayed. Klaas explained the process for paying for the project and indicated that there wasn't any urgency to approve the petition. He added there might have been a budgeting problem on the Township's side and so they (the township) might want to do a progress billing to the County, hence the reason for the petition coming to the County now. Second to table by Shanley. Koukol and Shanley voted yes to table. Gengler and Peterson voted no. Motion to table failed. Vote on the original motion was the same. Motion failed.

Motion Shanley; second Gengler, to recommend approval of the 2025-2045 Long-Range Transportation Plan. Peterson asked if any of the Townships had seen the Plan. Klaas indicated that the County doesn't really reach out to the Townships in regard to the Long Range Plan. Committee members discussed several projects included in the Plan, including the proposed roundabout at the Galena Road – Little Rock Road intersection. Gengler was looking forward to the widening of the Orchard Road Bridge. Klaas spoke about what he thought was the real problem with that area, that being the intersections on either side of the bridge, and more specifically, the northbound left turns at U.S. Route 34. Gengler wondered who would be the lead agency for this project, since two State Highways are involved. Klaas thought if the County initiated the project, they would likely be the lead agency. Committee agreed that it might be a good idea to initiate a traffic engineering study in advance of the 2029 build date programmed in the 5-Year Plan. Motion approved unanimously by voice vote.

In Other Business, Gengler asked Koukol what the issue was at 1539 Collins Road. Koukol described how the property owner has installed many metal fence posts along the north side of Collins Road. It is interfering with farmers driving combines down Collins Road and creating safety issues for traffic in that area. Klaas thought the problem was that the Township only has prescriptive right-of-way for Collins Road. The property owner has underlying title to the center of the road and is asserting his mistaken belief that he can install fence posts in the clear zone. This is creating some uncertainty on the township's part, so they have enrolled an attorney to look into the problem; however, this has been dragging on for a very long time. Koukol thought it was a public nuisance and the owner is intentionally dragging matters out in court. Koukol thought the matter needed to be addressed right away.

Motion Gengler; second Shanley, to forward Highway Department bills for the month of November in the amount of $518,972.80 to the Finance Committee for approval.

Gengler asked how the Highway Department was doing in regard to equipment. Klaas indicated that they were in good shape. Gengler also asked about the liquid product that is being put on County bridges. Klaas said that it is a corn byproduct that keeps the frost off the bridges. Gengler asked how the Department purchases this product. Klaas stated that he buys it by the tote from a company in Geneseo called SNI. It is not diluted and is applied by a spray applicator in streaks so that it doesn't make the bridge decks slippery. Gengler asked if the townships use this product. Burscheid did not think that they do. Klaas added that the townships don't generally have any long bridges, so the application isn't really necessary. IDOT uses straight brine on their bridge decks and roadways.

Motion Koukol; second Gengler, to adjourn the meeting at 4:03 PM. Motion carried unanimously.

Respectfully submitted,

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

Action Items

1. Approve the low bid of $82,308 from Arneson Oil Company for the annual purchase of 12,000 gallons of unleaded gas and 20,000 gallons of diesel fuel for FY 2026

2. Approve the 2025 – 2045 Long Range Transportation Plan

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, November 13, 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 4:00 p.m. 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	Absent		
Brian DeBolt	Here		
Elizabeth Flowers	Absent		
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Here		
Brooke Shanley		4:02 p.m.	
Seth Wormley	Here		

With seven (7) members present a quorum was established.

Staff Present: Atty. Jim Webb, Christina Burns, Latreese Caldwell, Natalia Borowska, Luke Prisco, Leslie Johnson

Others present: Ethan Kruger (WSPY)

Approval of Agenda – Member DeBolt made a motion to amend the agenda Seconded by Member Wormley. With seven (7) members present voting aye, the motion was carried by a vote of 7- 0.

Approval to Forward Claims to County Board – Motion made by Member Rodriguez, seconded by Member Peterson to forward claims to the next County Board meeting. With seven (7) members present voting aye, the motion was carried by a vote of 7- 0.

Committee Reports and Updates – None

New Committee Business

A. 2026 Liability, Property and Workers Compensation Insurance Renewal

Director of Human Resources Leslie Johnson informed the committee that this insurance renewal was discussed in the HR committee and since that meeting they have obtained an updated quote from Counties of Illinois Risk Management Agency (CIRMA) for sabotage and terrorism coverage that was not included in their original quote. Ms. Johnson directed the members to page 3 of the packet for a side-by-side comparison of the quotes from Illinois Risk Management Trust (ICRMT) and Counties of Illinois Risk Management Agency (CIRMA). The full proposals are included in the packet (pg. 5 – 163). She led the

discussion on the six insurance proposals explaining the differences between the two insurance pools and the quotes and coverages that were given. The county is currently with ICRMT, and she included those premiums and coverages for the current year insurance. Ms. Johnson said that if they elected to chose ICRMT again she would suggest they continue to use Alliant as their insurance broker for services, and this would be an additional fee. The committee asked questions regarding deductibles, use of a broker, rate increases, and if there is a compelling reason to leave the current insurance pool. Ms. Johnson answered those questions and explained the differences and the similarities between ICRMT #2 and CIRMA #4 quote.

Member Peterson made a motion to forward to County Board ICRMT #2 insurance proposal for approval. Second, by Member Koukol. With eight (8) members present voting, the motion was carried by a vote of 7 - 1.

B. IDOT Commuter Rail Grant Agreement

County Administrator Christina Burns informed the committee that Kendall County serves as the grant recipient and administrator for the IDOT Commuter Rail grant (pg. 164). Ms. Burns noted that this is a phase 2 of the study which includes a review of environmental impacts and alternative methods of delivering commuter rail. Kendall County secured a federal transportation grant totaling $4.8 million, complemented by $1.2 million in matching funds from the State of Illinois. No further county funds are allocated to this project. The County functions as the pass-through agency for these funds.

Member Shanley made a motion to Forward to County Board for approval. Second, by Member Gengler. With eight (8) members present voting aye, the motion was carried by a vote of 8 - 0.

C. Recommendation on 2025 Noxious Weed Annual Report

Member Wormley informed the committee that this is an annual requirement for the State of Illinois by December 1st of each year. The Kendall County Noxious Weed Annual Report can be found on page 223 of the packet.

Member Gengler made a motion to forward to County Board for approval. Second, by Member Wormley. With (8) members present voting aye, the motion was carried by a vote of 8 - 0.

D. Liquor Control Code Updates

Management Analyst Natalia Borowska briefed the committee on proposed amendments to the Kendall County Liquor Code following a comprehensive review (pg. 232 of packet). These changes include transferring administrative duties from the County Clerk's office to the Office of the Local Liquor Control Commissioner and the Administration Department, expanding the holidays in which certain licenses are allowed adjusted hours for liquor sales, and revising the maximum number of certain licenses.

Member DeBolt made a motion to Forward to County Board for approval. Second, by Member Gengler. With eight (8) members present voting aye, the motion was carried by a vote of 8 - 0.

E. Video Gaming License Discussion

Management Analyst Natalia Borowska presented to the committee a question on if they would like to implement a video gaming license fee for establishments operating video gaming terminals within the County. Of the 15 establishments in Kendall County that hold valid liquor licenses, 4 have reported having video gaming terminals. Staff surveyed the Kendall County municipalities and neighboring counties for the fees they charge for the operation of video gaming terminals (pg. 254).

These are annual fees that are charged. Staff is recommending that the Board consider implementing a fee structure between $25-300 per video gaming terminal. Staff was asked to do additional research and bring the discussion back to a future COW meeting.

F. Amendment to Comprehensive Development Agreement with Fox Fiber

County Administrator Christina Burns informed the committee that in June of this year the County Board approved a resolution authorizing relationship with Fox Fiber and approval of a comprehensive development agreement with Fox Fiber. Since that time, the scope of the project has been modified to focus the first phase build on the unserved/underserved areas and reduce a potion of the project planned for already served area. The project still meets all state grant requirements. While updating the comprehensive development agreement, we take this opportunity to wrap in miscellaneous updates such as the potential loan to Fox Fiber from the County in the event of cost overruns and other updates related to Pivot's agreements with Fox Fiber.

Member Shanley made a motion to Forward to County Board for approval. Second, by Member Rodriguez. With eight (8) members present voting aye, the motion was carried by a vote of 8 - 0.

Old Committee Business – None

Department Head and Elected Officials Reports – None

Questions from the media – None

Chairman's Report – Appointments

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

Chair Kellogg is working on finding a replacement for one of the Drainage District Commission appointment, this is due to a resignation.

Chair Kellogg noted that Natalia Borowska held a meeting today to start working on 250th Celebrations that will be taking place in 2026. This is a community wide collaboration, and this first meeting was a great start with 25 people attending. There will be more than just Fourth of July celebrations will incorporate summer events. Member Shanley asked for a resolution to commemorate the 250th anniversary of the United States Marine Corp for the upcoming County Board meeting

Public Comment – None

Action Items for County Board

Consent Agenda

- Claims
- 2026 Liability, Property and Workers Compensation Insurance Renewal- ICRMT #2
- IDOT Commuter Rail Grant Agreement
- 2025 Noxious Weed Annual Report
- Liquor Control Code Updates
- Amendment to Comprehensive Development Agreement with Fox Fiber
- Appointments

Executive Session – For the purpose of 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.
And: for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act.
And: Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees
Member Peterson made a motion to enter executive session. The motion was seconded by Member DeBolt. With all members present voting aye, the motion carried. Chair Kellogg asked for a roll call to enter executive session. The committee entered into a closed session at 4:42 p.m.

Ruben Rodriguez	yes
Brooke Shanley	yes
Zach Bachmann	Not present
Brian DeBolt	yes
Seth Wormley	yes
Dan Koukol	yes
Jason Peterson	Yes
Matt Kellogg	yes
Scott Gengler	yes
Elizabth Flowers	Not present

Open session reconvened at 4:55 p.m.

Adjournment – Member Peterson made a motion to adjourn the meeting, second by Member Debolt. With seven (7) members present voting aye, the meeting adjourned at 4:57 p.m.

Respectfully Submitted,

Sally A. Seeger
Administrative Assistant

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of December 8, 2025 – Unofficial until Approved

CALL TO ORDER
The meeting was called to order by Chairman Wormley at 6:33 p.m.

ROLL CALL
Committee Members Present: Brian DeBolt, Dan Koukol, Ruben Rodriguez (Vice Chairman), and Seth Wormley (Chairman)

Committee Members Absent: Elizabeth Flowers
Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Part-Time Office Assistant, Tim O'Brien, Shala Faz, Juan Faz, Joan Soltwisch, Patrick Taylor, Fran Miller, David Shively, Pat Frescura, Boyd Ingmundson, and Vichi Hitihamiradhin

Elizabeth Flowers arrived at this time (6:34 p.m.).

APPROVAL OF AGENDA
Member Rodriguez made a motion, seconded by Member DeBolt, to approve the agenda with the amendment of removing Petition 25-15 from the agenda. With a voice vote of five (5) ayes, the motion carried.

APPROVAL OF MINUTES
Member Koukol made a motion, seconded by Member DeBolt, to approve the minutes of the October 14, 2025, meeting. With a voice vote of five (5) ayes, the motion carried.

PUBLIC COMMENT
Patrick Taylor, a resident near the location of Petition 25-08, expressed concern about some of the noise and air pollution resulting from the activities at the property. Mr. Taylor was also concerned about storm drainage issues and hours of operation. Mr. Taylor felt that barriers and mature trees should be installed to mitigate noise. He was concerned about fuel leaks, gasoline and diesel fuel which would pollute the water. Mr. Taylor noted that children play in the area.

Shala and Juan Faz, owners of 11850 Fox River Drive inquired about a stormwater violation at their property. The matter will be in court in January. The consensus of the Committee was to wait with considering additional citations against the property until the court case in January.

Dave Shively, another resident living near the location of Petition 25-08, spoke about the parking lot that is currently in use; it is noisy and unkempt. Mr. Shively would be in favor of moving some of the operations to the other side of the property where there are no neighbors.

Pat Frescura would like the Petitioner for Petition 25-08 to adjust the hours of closing to between 9:00 p.m. to 7:00 p.m.

Joan Soltwisch, Seward Township Planning Commission, reviewed the Natural Resource Information report that was given to the applicant in 2022. The parcel was located within the Upper Illinois River Watershed and the Minooka Branch of the Aux Sable Creek, sub watershed. The recommendations of the report stated that preservation of open space and the maintenance of wetlands should be employed as a part of the development, including the usage of natural water management to prevent soil from leaving a construction site, protect subsurface drainage, decrease impervious surfaces, reduce areas disturbed by mass grading, preserve views, and treat water as it fell. She stated that the Petitioner proposed to add three hundred twenty-six (326) recreational vehicle and boat storage vehicles to the property. Ms. Soltwisch stated she was not aware if a stormwater permit has been requested by the Petitioner. Ms. Soltwisch felt that an Army Corps of Engineer permit should also be pursued.

Fran Miller, Trustee with Seward Township, stated there were five (5) special use permits for storage that share property lines with residential uses. She felt the Petitioner for Petition 25-08 should install additional fencing and trees. She expressed concerns that the Petitioner will not follow the County's noise regulations.

Expenditure Report

Review of Expenditures from October 2025

The Committee reviewed the Expenditure Report.

Review of Expenditures from November 2025

The Committee reviewed the Expenditure Report.

Review of End of Fiscal Year Escrow Report

The Committee reviewed the Report.

PETITIONS

Petition 25-08 Jeremy M. and Samantha L. Dippold on Behalf of Best Budget Tree, LLC

Mr. Asselmeier summarized the request.

The Petitioners would like to operate a recreational vehicle and boat storage business at the subject property.

Best Budget Tree, LLC has been in existence for over ten (10) years and has operated at the subject property since 2022; forestry is a permitted in use in the A-1 Agricultural District.

The application materials, the original site plan, including the landscaping plan, and the plat of survey were provided.

On November 25, 2025, the Petitioners submitted an amended site plan incorporating the comments received at the Kendall County Regional Planning Commission meeting and Kendall County Zoning Board of Appeals hearing. As of the date of this memo, neither of these boards, nor the Village of Shorewood, Seward Township, nor the Minooka Fire Protection District review the amended proposal. The changes were as follows:

a. The number of stalls was reduced in Phase I from one hundred sixty-three (163) to one hundred fifty-eight (158) and in Phase II to from one hundred sixty-three (163) to one hundred fifty-four (154) for a total of three hundred twelve (312) spaces.
b. The fence has been moved from five feet (5') to thirty feet (30') off of the eastern and northern property lines. This causes the tree line to be outside of the fenced area.
c. A fence will be installed on a line from the western end of the north part of the Arbeiter Road access to the western property line.
d. The dumpster area has been moved west of the parking area.
e. A fence has been added west of the existing buildings.
f. Gates have been added at the western end of the main east-west fence and at the existing southern-most building for the fence west of the existing buildings.
g. The business sign has been moved to Route 52.
h. The Arbeiter Road access will be twenty-four feet (24') wide, have a sliding gate with Knox Box at the west end, and will be used for fire access only.

The Petitioners would also like to change the hours of operation to between 6:00 a.m. and 9:00 p.m.

The property is located at 2241 Route 52.

The property is approximately forty-eight (48) acres total with approximately six point five (6.5) acres for the proposed parking area.

The Current Land Use is Agricultural, specifically Forestry.

The County's Future Land Use Map calls for this property to be Rural Residential (Max 0.65 DU/Acre).

The Village of Shorewood's Future Land Use Map calls for this property to be Residential and Commercial.

Route 52 is a State maintained Arterial. Arbeiter Road is a Major Collector Road maintained by Seward Township.

Joliet has a trail planned along Route 52, but the property is on the Shorewood side of the boundary agreement between the two (2) municipalities.

There are no floodplains on the property. There is a wetland near the northwest corner of the property.

The adjacent land uses are Agricultural and Single-Family Residential.
The adjacent properties are zoned A-1 and R-3.

The County's Plan calls for this area to be Rural Residential, Suburban Residential, and Commercial.

The Village of Shorewood's Plan calls for this area to be Residential, Commercial, and Institution.

The City of Joliet's Plan calls for this area to be Residential.

Properties within one half (1/2) mile are zoned A-1, A-1 SU, R-1 and R-3.

The A-1 special use permit to the west is for the sale of agricultural products not grown on the premises.

There are nine (9) homes adjoining the subject property.

EcoCAT Report was submitted on June 16, 2025, and indicated the following protected resources:

> Aux Sable Creek INAI Site
>
> Greater Redhorse (Moxostoma valenciennesi)
>
> On June 16, 2025, the Illinois Department of Natural Resources submitted a letter stating adverse impacts were unlikely and consultation was terminated. This letter was provided.

The application for NRI was submitted as part of the application from 2022. The LESA Score was 210 indicating a medium level of protection. The NRI Report was provided.

Petition information was sent to Seward Township on July 25, 2025.

The Seward Township Planning Commission met on August 5, 2025, and unanimously recommended denial of the proposal. The reasons for the denial were as follows: the

property was never intended to allow for such uses and goes against the forestry use on the property, the access was always supposed to be only from Route 52 and not Arbeiter Road, there will be significant property value decreases to the homes along Arbeiter Road, there are major concerns with the aesthetics of adding this use to the property, drainage concerns, and there is no advantage to the Township or County for allowing this use on the property (i.e. no additional tax revenue). The email with this information was provided.

The Seward Township Board met on August 12, 2025, and unanimously recommended denial of the proposal. The minutes of the meeting were provided.

The amended site plan was sent to Seward Township on November 26, 2025.

Petition information was sent to the Village of Shorewood on July 25, 2025. On August 27, 2025, the Village of Shorewood submitted an email stating they had no objections to this proposal. This email was provided.

The amended site plan was sent to the Village of Shorewood on November 26, 2025.

Petition information was sent to the Minooka Fire Protection District on July 25, 2025.

The Minooka Fire Protection District submitted a letter on August 5, 2025, requesting a Knox gate lock for the gate and that the parking lot conforms to the load of a fire truck and the Petitioner needs to provide a truck turn around analysis plan. This letter was provided.

The amended site plan was sent to the Minooka Fire Protection District on November 26, 2025.

ZPAC reviewed the original proposal at their meeting on August 6, 2025. Discussion occurred regarding the number of employees at the property, the use of Arbeiter Road, and the proposed hours of operations. ZPAC voted to forward the proposal to the Kendall County Regional Planning Commission by a vote of five (5) in favor, zero (0) in opposition, one (1) present, and four (4) absent. The minutes of the meeting were provided.

The Petitioners failed to publish notice fifteen (15) days prior to the September 2, 2025, Zoning Board of Appeals hearing. At the August 27, 2025, Kendall County Regional Planning Commission meeting, prior to the vote to remove the Petition from the agenda, Claire Wilson provided evidence that the current operation was not a forestry business. This information was provided.

The Kendall County Regional Planning Commission did not have a quorum for their meeting on September 24, 2025. The minutes of this gathering are included were provided.

The Kendall County Regional Planning Commission reviewed the original proposal at their meeting on October 22, 2025. Boyd Ingemunson, Attorney for the Petitioners,

stated the Petitioners were agreeable to the conditions as proposed by Staff except condition 5 pertaining to hours of operation; they would like patrons to be able to access the storage area at any time. This time allowance was included in the special use permit for Four Season Storage on County Road near Route 52. The property would not be subdivided. Discussion occurred regarding the weight limit on Arbeiter Road. A letter from the Seward Township Highway Commissioner was read into the record; he favors access from Route 52. The Petitioners were open to the idea of using Route 52 for access, but they did not want to incur the expense of changing their site plan if the amended proposal was going to be rejected. The Petitioners offered to limit storage to boats and campers and not include recreational vehicles, if they are allowed to use Arbeiter Road. Traffic will increase as the farmland is turned into houses and it was noted that recreational vehicles are not frequently hauled during the months with the frost months. Discussion occurred regarding the definition of forestry. Discussion occurred regarding steps the Petitioners would take to monitor leaks on the property; one (1) of the Petitioners is onsite daily. Concerns were raised regarding noise, blowing mulch, odors, the unsightly appearance of the property, conflicts with the current A-1 zoning district and neighboring land uses, lack of tax benefit to Seward Township and the County, the need for the proposed use, and standing water on the property near the subject property's eastern property line. Discussion occurred regarding improvements, such as the installation of an eight foot (8') cedar fence and white pines that were installed on the subject property. Discussion occurred regarding the Right to Farm Clause. It was noted the Petitioners could build taller structures on the property by right. The Kendall County Regional Planning Commission recommended denial of the proposal by a vote of three (3) in favor, five (5) in opposition, and one (1) member absent. Member Wilson voted against the proposal because she did not trust the Petitioners to do what they said they would do. Chairman Landovitz expressed his opposition to the motion because of the weight limit on Arbeiter Road and he felt the proposal was inconsistent with the Residential area noted in the County's Land Resource Management Plan and the existing surrounding uses. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals initiated a public hearing on the original proposal on September 29, 2025, and continued the proposal until October 27, 2025. The minutes of the September 29, 2025, hearing were provided.

The Kendall County Zoning Board of Appeals resumed the public hearing on October 27, 2025. Discussion occurred regarding hours of operation. Discussion also occurred regarding placement of similar storage operations in relation to residential uses; at least two (2) of the other outdoor storage special uses backed up to residential uses and at least one (1) had access at all times. The Petitioners' Attorney said the Petitioners were open to changing the access from Arbeiter Road to Route 52; the Petitioners originally did not want to incur the costs of amending the site plan, if the proposal was going to be denied. The Petitioners had no objections to the conditions proposed by Staff. Discussion occurred regarding patrons working on vehicles. Three (3) individuals testified in favor of the proposal; they stated that the Petitioners maintain their building

and property and noted the need for the use in the area. Seward Township Supervisor Tim O'Brien and Seward Township Trustee Fran Miller testified in opposition to the proposal. They noted the proposed access was between two (2) homes, the weight limit on Arbeiter Road, concerns about noise, odors, and unsightly appearance of the property, the proposed business did not fit with the A-1 Zoning District, lack of tax benefit to the public, drainage concerns, concerns about removing contaminated soil, the placement of the fence, and declining property values. It was noted that other agricultural uses could go on the property. The consensus of the Zoning Board of Appeals was that access should be off of Route 52. The Zoning Board of Appeals favored all of the conditions proposed by Staff and added language to condition 8 stating, "Except for battery and tire replacement, no maintenance of vehicles or items parked or stored on the premises shall occur onsite." The Petitioners were agreeable to this change. The Kendall County Zoning Board of Appeals recommended denial by a vote of one (1) in favor, three (3) in opposition, and three (3) absent. Member LeCuyer voted no because he believed the proposal would negatively impact property values of nearby homes. Member Prodehl voted no because she believed the proposal would negatively impact the resale value of nearby homes and she had concerns with patrons accessing the property at anytime without someone onsite. Chairman Mohr voted no because he thought the access should be from Route 52 and the existing fence was inadequate. Member Whitfield disagreed that the proposed use would negatively impact property values. The minutes of the hearing were provided.

Per Section 36-282 (54) of the Kendall County Code, storage facilities can be special uses on A-1 zoned property subject to the following conditions:

1. The business shall be located on, and have direct access to, a State, County or collector highway as identified in the County's Land Resource Management Plan, having an all-weather surface, designed to accommodate loads of at least eighty thousand (80,000) pounds.

2. Unless specifically permitted under a special use permit, all storage shall be in enclosed buildings.

If the County Board approves outdoor storage, the above conditions have been met.

According to the business plan, the Petitioners propose to operate an outdoor storage business at the subject property. The outdoor storage would be limited to recreational vehicles and boats.

According to the original site plan a total of three hundred twenty-six (326) parking stalls were proposed. One hundred sixty-three (163) parking stalls are proposed in Phase I and one hundred sixty-three parking (163) stalls are proposed in Phase II. The amended site plan called for one hundred fifty-eight (158) stalls in Phase I and one hundred fifty-four (154) in Phase II for a new total of three hundred twelve (312) parking stalls. All of the parking stalls would be twelve feet by thirty-five feet (12'X35'). The parking lot would

cover approximately six point five (6.5) acres of the site and would be asphalt grindings. Parking stalls would be numbered with signs at the front of each stall.

According to the business plan, hours of operation would be daily from 7:00 a.m. until 4:30 p.m. The Petitioners would like to change the hours of operation to between 6:00 a.m. and 9:00 p.m.

Other than the Petitioners, the business would not have any employees. Rentals would be arranged online and the parking area would be controlled by gated access with tenants assigned a passcode.

If approved, the Petitioners planned to start operations in the fall of 2025.

Per the site plan, there are two existing buildings on the site, one (1) approximately eleven thousand, five hundred twenty (11,520) square foot building and one (1) approximately thirteen thousand, seven hundred fifty (13,750) square foot building. Both of these buildings are related to the existing forestry operations and no new buildings are planned related to the proposed outdoor storage business.

There are utilities onsite serving the forestry business. No utilities are planned to serve the outdoor storage business area.

One (1) eight foot by twelve foot (8' X 12') dumpster enclosure was shown on the site plan south of the parking area. This enclosure was moved west of the parking area in the amended site plan. No information was provided regarding the type of fence used for the dumpster enclosure.

The property drains to the south and northwest.

There is one (1) wetland located near the northwest corner of the property.

The site plan shows an existing pond on the property and three (3) four inch (4") field tile lines. There is also a gravel area for the forestry business. These items are located south and west from the proposed storage area.

The Petitioners submitted a stormwater permit application. On August 18, 2025, WBK submitted a letter with questions and comments related to applicable permits, the stormwater management report, and engineer plans. This letter was provided.

The amended site plan was sent to WBK Engineering on November 25, 2025.

Per the site plan, the Petitioners originally planned to install one (1) twenty-four foot (24') wide gravel driveway from Arbeiter Road. Arbeiter Road has a ten (10) ton weight limit.

In the amended site plan, the Arbeiter Road access would be twenty-four feet (24') wide and would be used for fire access only. A sliding gate with a Knox Box is proposed at the western end of Arbeiter Road.

On July 25, 2025, Seward Township submitted an email requesting a thirty-three foot (33') deep right-of-way dedication along Arbeiter Road. This email was provided.

According to the amended site plan, the Petitioners plan to install two (2) sixty foot wide (60') driving aisles with parking stalls on both sides of the aisles.

Three (3) pipeline easements exist on the property, but these easements are not in the vicinity of the proposed outdoor storage area.

No lighting is proposed in the outdoor parking and storage area.

According to the amended site plan, one (1) non-illuminated sign is proposed east of entrance off of Route 52. No information was provided regarding sign dimensions or height. Per the Kendall County Code, the total maximum allowable signage is thirty-two (32) square feet of gross surface area.

According to the business plan and amended site plan, an eight foot (8') tall black chain-link fence is proposed around the north, east, and south sides of the storage area. On the east and north sides, the fence will be thirty feet (30') off of the property line. A second gate is proposed west of the existing forestry buildings. The site plan also shows one (1) security access gate at the Arbeiter Road entrance, one (1) security gate at the western end of the main east-west gate, and one (1) security gate west of the southern-most existing building.

According to the business plan and the amended site plan, two (2) rows of evergreens spaced at forty foot (40') centers exist along most of the perimeter of the property.

No information was provided regarding noise control.

No new odors are foreseen by the proposed use.

If approved, this would be the sixth (6^{th}) special use permit for storage of recreational vehicles and boats in unincorporated Kendall County. All five (5) of the existing special use permits allow some form of outdoor storage.

The Findings of Fact were as follows. It showed be noted that the Zoning Board of Appeals made these Findings based on the original site plan:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The establishment, maintenance, or operation of the special use will be detrimental and will endanger the public health, safety morals, comfort, or general welfare.

Members LeCuyer and Whitfield disagreed with this Finding.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially

diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. A The special use will be injurious to the use and enjoyment of property in the immediate vicinity and will diminish and impair property values. The proposed use does not make adequate provisions for buffers, landscaping, fencing, or other improvements necessary to insure that the proposed use does not adversely impact adjacent uses.

Member Whitfield disagreed with this Finding.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. If a stormwater management permit is issued based on the submitted materials, drainage should not be an issue. If Seward Township approves the access from Arbeiter Road, ingress and egress should not be an issue.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. If the County Board approves the outdoor storage request, this is true. No variances are required.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposed use is inconsistent with the purpose and objectives of the Land Resource Management Plan. Also, the Kendall County Regional Planning Commission recommended denial of the Petition.

Chairman Mohr and Member Whitfield disagreed with this Finding.

Staff recommended approval of the special use permit for outdoor storage of recreational vehicles and boats only subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the amended site plan.
2. Items stored outdoors at the subject property related to this special use permit are limited to boats and recreational vehicles. No junk or debris, as defined by the Kendall County Code, shall be stored outdoors on the property.
3. Other than the perimeter trees, fencing, and no junk and debris requirements, the conditions contained in this special use permit shall not extend to the forestry operations conducted on the subject property.
4. Within ninety (90) days of approval of this special use permit, the owners of the

subject property shall dedicate a strip of land along the perimeter of Arbeiter Road thirty-three feet (33') in depth as measured from the center Arbeiter Road to Seward Township. The Kendall County Planning, Building and Zoning Department may grant an extension to this deadline.

5. The hours of operation for the business allowed by this special use permit shall be daily from 7:00 a.m. until 4:30 p.m. Patrons may access the storage area at any time **(Requested Amendment at RPC).**
6. Other than the owners of the business allowed by this special use permit, the business allowed by this special use permit shall have zero (0) employees.
7. None of the vehicles or items parked or stored on premises shall be considered agricultural equipment as they relate to the businesses allowed by the special use permit.
8. All of the vehicles or items stored on the premises shall be maintained in good condition with no deflated tires and shall be licensed if required by law. Except for battery and tire replacement, no maintenance of vehicles or items parked or stored on the premises shall occur onsite. (**Added at ZBA**).
9. The owners of the business allowed by this special use permit shall diligently monitor the property for leaks from vehicles and items stored on the premises and shall promptly clean up the site if leaks occur.
10. The noise regulations are as follows:

    Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

    Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

    EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of the property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

11. The owners of the business allowed by the special use permit shall secure applicable permits for the parking area and sign near the entrance from Route 52. All of the parking stalls shall have signage identifying their stall number and directional signage may be installed throughout the site. Permits shall not be required for the parking stall signage and any directional signage installed on the

property. None of the signs shall be illuminated.

12. KenCom and other emergency responding organizations shall be provided the access codes to the Knox Boxes (**Added after ZPAC and Amended after ZBA**).
13. The operator(s) of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
14. The operator(s) of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of the business allowed by the special use permit.
15. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permits.
16. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
17. This special use permit shall be treated as covenants running with the land and is binding on the successors, heirs, and assigns as to the same special uses conducted on the property.

The draft ordinance was provided.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-08 with the conditions proposed by Staff.

Boyd Ingmunson, Attorney for the Petitioner, stated one (1) of the changes to the site plan was that there will only be emergency vehicles allowed to enter the property from Arbeiter Road. The entrance for the storage facility will be on the far west edge of the property. The Petitioner originally wanted to provide twenty-four (24) hour access to the renters, but he acknowledged that neighbors had concerns about safety. The property will only be accessible between the hours of 6:00 a.m. to 9:00 p.m. The Petitioner will probably limit the hours further in the winter months when renters would have boats and recreational vehicles in storage. Mr. Ingemunson stated the Petitioner was proposing planting evergreens as part of the landscape barrier. These evergreen trees are known for creating quick privacy screens, hedges, and windbreaks. Mr. Ingemunson stated the Petitioner will comply with applicable regulations.

Member DeBolt asked if the petitioner is planning to plant the trees prior to opening the storage business. Mr. Ingemunson stated that the Petitioner will start planting as soon as possible.

Member DeBolt asked if the Petitioner was planning on installing parking lot lighting. Mr. Ingemunson stated that there will be no parking lot lighting.

Member DeBolt asked how the renters will enter and exit the property. Mr. Ingemunson stated there will be a gate on Route 52 that the Petitioner can physically close. Also,

there will be another gate past the current business on the property that will have a key pad for keyless entry.

Member Koukol stated that the Petitioner's current business is clean and well maintained.

Member Koukol noted that the Petitioner is investing a lot of time and money into their new business and wishes them success.

Member Rodriguez visited the site of the new business and noted it was very clean.

Member DeBolt asked when the construction will begin. Mr. Ingemunson stated it would probably begin in the spring.

The votes were as follows:

Yeas (5): DeBolt, Flowers, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (0): None

The motion carried. The proposal goes to the Kendall County Board on December 16, 2025, on the regular agenda.

Petition 25-19 Koswatte Sumanawansa on Behalf of Chicago Buddhist Vihara
Mr. Asselmeier summarized the request.

The Petitioner would like to install a healing meditation garden at the subject property. The garden would consist of a central stupa that is twenty-five feet (25') tall and twelve feet (12') in diameter, walking paths, small group gathering spaces, and native plantings.

The Buddhist Temple is located immediately to the east of the subject property.

The subject property has been zoned B-2 since 1976.

The application materials, plat of survey, site plan, and pictures of the subject property were provided.
The property is located west of 5313 Route 34, Oswego.

The property is approximately one point five (1.5) acres in size.

The existing land use is Vacant Commercial.

The property is zoned B-2 General Commercial District.

The County's Plan calls for the property to be Suburban Residential (Max 1 DU/Acre). The Village of Oswego's Plan calls for the property to be Downtown.

The adjacent land uses are Single-Family Residential, Commercial, and Institutional (Buddhist Temple).

The adjacent properties are zoned R-3, R-3 SU, and B-2 SU.

The County's Plan calls for this area to be Suburban Residential. The Village of Oswego's Plan calls for the area to be Residential and Downtown.

The properties within one half mile (1/2) are zoned A-1, A-1 SU, R-3, R-3 SU, B-1, B-3, B-3 SU in the unincorporated area and R-2, R-3, R-4, and B-2 inside the Village of Oswego.

The R-3 special use to the east is for a church sign. The B-2 special use is for the dwelling unit for a watchman and outside storage. The B-3 special use to south is for outside storage. The A-1 special use to west is for a riding stable, including an apartment.

EcoCAT Report not required because the property was not zoned A-1.

The LESA Score was 146 indicating a low level of protection. The NRI was provided.

Petition information was emailed to Oswego Township on October 1, 2025. The Oswego Township Planning Commission met on October 22, 2025, and recommended not to file an objection by a vote of two (2) in favor and one (1) in opposition. The Oswego Township Board did not meet on the proposal. The information from Oswego Township was provided.

Petition information was emailed to the Village of Oswego on October 1, 2025. No comments received.

Petition information was emailed to the Oswego Fire Protection District on October 1, 2025. On October 6, 2025, the Oswego Fire Protection District submitted an email saying they had no comments or concerns. This email was provided.

Petition information was sent to former ZPAC members on October 1, 2025. Neither the Highway Department nor the Health Department had any comments on this proposal. The related emails were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on October 22, 2025. The Kendall County Regional Planning Commission voted to continue the proposal to a special meeting on November 6, 2025, at 7:00 p.m., by a vote of eight (8) in favor and zero (0) in opposition with one (1) member absent. The minutes were provided.

The Kendall County Regional Planning Commission continued reviewing this proposal at their meeting on November 6, 2025. Nicole Mayer discussed a lack of vegetation along the property line with the existing temple, concerns regarding a lack of privacy and the public looking into her backyard, increased noise, increased traffic, and loss of property values. She presented a petition signed by neighbors expressing opposition to the proposal; the petition is included with the minutes of the meeting. She requested the installation of a wall or privacy fence, the installation of a dense vegetative buffer along the entire property line, a restriction of public use hours to daytime only, and no general public access to the garden without clear County approval, supervision, and restriction to the garden. Discussion occurred regarding the existing chain link fence on Ms. Mayer's property. It was noted that a place of worship had been on Route 34 since 1986 and the subject property has been zoned B-2 since the 1970s, both of which occurred prior to neighbors moving into their houses. Mary Marquez presented a plat of survey of her property and noted that the common property line did not have any vegetation; the plat is included with the minutes of the meeting. She expressed concerns about parked cars along the property line and onto her property. She expressed concerns about people going to the garden at night and the number of people at the existing temple. Discussion occurred regarding splitting the cost of constructing a fence. The garden would be open to the public; discussion occurred regarding managing capacity at the property. The Petitioners were agreeable to the conditions proposed by Staff. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of eight (8) in favor and zero (0) in opposition with one (1) member absent. Member Bernacki noted the property was zoned B-2 since 1976 and he could think of other uses that would generate more traffic, noise, and decrease property values. He noted the mature trees and buffers on the site. Chairman Landovitz stated that he was in favor of the proposal. He agreed with Member Bernacki. He noted that the problem occurred because of the way the area was zoned previously. Considering the existing zoning of the area, the proposed site plan, and the main issues arising from the neighboring property and not the subject property, he did not see a reason to deny the request. The minutes of meeting were provided.

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on October 27, 2025. The consensus of the four (4) Members present was to continue the hearing to November 12, 2025, at 6:00 p.m. The minutes of the hearing were provided.

The Kendall County Zoning Board of Appeals continued the hearing to November 12, 2025. A representative from the Petitioner discussed the features of the proposed meditation garden and she said the Petitioner would strive to be a good neighbor. Discussion occurred regarding the placement of the proposed meditation garden on the property and that neighbors could be loud. A member of the congregation spoke in favor of the proposal. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff by a vote of five (5) in favor and

zero (0) in opposition with two (2) members absent. The minutes of the hearing were provided.

The Kendall County Code contains the following requirements of places of worship:

a. The height for the towers and steeples shall not exceed seventy-five feet (75') and not more than forty-five feet (45') for the main structure.

b. Other related uses, such as schools, child day care services, kindergartens, meeting facilities shall be permitted to the extent that the activity is otherwise permitted, and shall be subject to all applicable regulations, including parking.

The proposal meets the above regulations.

According the submitted information, there will be one (1) central stupa contained in a walled area. The walled area around the stupa is approximately one thousand nine hundred fifty (1,950) square feet. There will also be walking areas, meditation areas, and seatings areas.

Activities will occur during the daytime, primarily on weekends.

A building permit will be required for any structures constructed on the property.

No utilities are onsite; they are available at the Buddhist temple east of the subject property.

There is no parking spaces onsite. There are forty-eight (48) parking spaces at the Buddhist temple east of the subject property.

No direct road access is planned for the subject property from Route 34.

According to the submitted materials, no stormwater permit is required.

Solar-powered lighting will illuminate the paths and four (4) solar powered pole lights will be installed at the stupa area.

No information regarding signage was provided.

No information was provided regarding security.

No fencing is planned for the site.

No large trees are proposed, but the existing mature vegetation at the north and south ends of the site will
be preserved.

Additional landscaping will feature perennial plants and small shrubs.

No information was provided regarding noise control.

No information was provided regarding refuse. This likely can be accommodated at the Buddhist temple east of the subject property.

If approved, this would be the fifteenth (15th) special use permit for a place of worship in unincorporated Kendall County.

The Findings of Fact were as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Provided the site is developed in accordance with the submitted site plan, this should not be an issue.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Provided the use operates as proposed, no injury should occur to other property and property values should not be negatively impacted.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The subject property will utilize ingress/egress and utilities from the neighboring property to the east. Provided the site is developed according to the proposed site plan, drainage should not be an issue.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. This is true; no variances are needed.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This use is consistent with the other uses in vicinity of the subject property.

Staff recommended approval of the requested special use permit subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the site plan.
2. Failure to comply with the above condition or restriction could result in the

amendment or revocation of the special use permit.

3. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

4. This special use permits shall be treated as covenants running with the land and is binding on the successors, heirs, and assigns as to the same special uses conducted on the property.

The draft ordinance was provided.

Chairman Wormley noted that the funding for the meditation center will be provided through donations.

Member Flowers asked if the work will be done in stages. Due to the funding, a spokesperson for the Buddhist Temple stated that the work will have to be done incrementally.

Member Koukol asked if there is someone there all the time. The spokesperson stated that there would be someone onsite at all times.

Member Rodriguez made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-19 with the conditions proposed by Staff.

The votes were as follows:

Yeas (5): DeBolt, Flowers, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on December 16, 2025, on the consent agenda.

NEW BUSINESS:

Approval of Contract for Engineering Review, Inspection and Consultation Services with WBK Engineering, LLC for a Period of Two Years with Optional Annual Renewals; Related Fees of Initial Escrow Deposits of $2,500 for Review Services and $3,500 for Construction Inspection Services Are Unchanged from Current Contract

Mr. Asselmeier summarized the request.

WBK Engineering, LLC has been Kendall County's Stormwater Engineer since 2009.

The current contract was signed in January 2024 and was for a term of two (2) years with optional one (1) year renewals.

The proposed contract is also for two (2) years with optional one (1) year renewals.

The scope of services remains unchanged.

The fees for services also remain unchanged.

Member Flowers made a motion, seconded by Member Koukol, to recommend approval of the proposed contract.

The votes were as follows:

Yeas (5): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (0): Flowers

The motion carried.

The proposal goes to the Kendall County Board on December 16, 2025, on the consent agenda.

Approval of Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's)
Mr. Asselmeier summarized the request.

Kendall County's General Permit for Discharges from Small Municipal Separate Storm Sewer Systems recently.

WBK prepared the information for the General Permit. The proposed General Permit is similar to the General Permit approved by the County Board in 2016 and 2021. The County currently undertakes the majority of the items listed in the General Permit.

Member Rodriguez made a motion, seconded by Member Flowers, to recommend approval of the proposed Notice of Intent.

The votes were as follows:

Yeas (5): DeBolt, Flowers, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on December 16, 2025, on the consent agenda.

Review of 2026 Application Calendar
The Committee reviewed the application calendar.

Member Rodriguez made a motion, seconded by Member DeBolt, to recommend approval of the proposed application calendar

The votes were as follows:

Yeas (5): DeBolt, Flowers, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (0): None

The motion carried

Request for Guidance Regarding a Stormwater Ordinance Violation at 11850 Fox River Drive; Committee Could Approve Additional Citations
No action was taken on this matter due to the comments made in public comment earlier in the meeting.

Review of Amendments to the Kendall County Stormwater Management Ordinance; Committee Could Vote to Request a Public Hearing of the Proposed Amendments before the Stormwater Management Oversight Committee
Mr. Asselmeier summarized the request.

In 2022, the State updated the Model Floodplain Ordinance. Shortly thereafter, the County decided to review the current Stormwater Management Ordinance against the new Model Floodplain Ordinance, but decided to wait with finalizing any proposals until after codification was completed.

Earlier in 2025, WBK Engineering prepared a redlined version of the proposal, which the Committee reviewed at their February 10, 2025, meeting. This proposal was forwarded to the municipalities for review.

On April 7, 2025, the Committee reviewed the amended proposal which incorporated comments from the municipalities. At that meeting, the Committee also voted to forward the proposal to FEMA.

On September 18, 2025, FEMA submitted their comments to the County and on October 6, 2025, WBK Engineering submitted the County's response to FEMA comments.

Upon conclusion of the government shutdown, FEMA met with the State, County, and WBK Engineering on November 21, 2025, to go over the final unresolved issues.

A list of proposed changes to the Stormwater Management Ordinance and a clean version of the proposal was provided

If the PBZ Committee is agreeable, a public hearing before the Stormwater Management Oversight Committee will be scheduled. Upon completion of the public hearing, the proposal will be forwarded to the County Board.

The County cannot approve amendments to the floodplain regulations without FEMA's approval.

Member Flowers made a motion, seconded by Member DeBolt, to request a public hearing.

The votes were as follows:

Yeas (5): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (0): Flowers

The motion carried.

Mr. Asselmeier will work with Chairman Kellogg to schedule a Stormwater Management Oversight Committee public hearing.

OLD BUSINESS:

Update on the Comprehensive Plan Update Project
The Committee reviewed updated status of the project.

There will be a special meeting of the Kendall County Regional Planning Commission and Comprehensive Land Plan and Ordinance Committee on December 10, 2025, at 6:00 p.m.

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township; Committee Could Approve the Issuance of a Citation
Mr. Asselmeier reported that the County issued a stormwater management permit for the property on November 3, 2025. On November 6, 2025, the County met with the owners of the property and the owners provided the County with titles of eleven (11) semis parked at the property. At this time, there is no evidence that the owners are renting stalls at the property and no evidence that employees were reporting to the site for work.

Special Use Enforcement Update
Mr. Asselmeier reported that information will be available at next month's meeting.

REVIEW PRE-VIOLATION AND VIOLATION REPORT:

Review of Report from November 2025
The Committee reviewed the report.

Review of FY24-25 Inspection Report
The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:
Mr. Asselmeier reported that the historic structure surveys of Seward Township and Na-Au-Say Township are ongoing.

REVIEW PERMIT REPORTS:
October 2025 Permit Report
The Committee reviewed the report.

November 2025 Permit Report
The Committee reviewed the report.

End of Fiscal Year Permit Report
The Committee reviewed the report.

REVIEW REVENUE REPORT:
October 2025 Revenue Report
The Committee reviewed the report.

November 2025 Revenue Report
The Committee reviewed the report.

End of Fiscal Year Revenue Report
The Committee reviewed the report.

Review of FY2011-2025 Revenue Report
The Committee reviewed the report.

Chairman Wormley asked if revenue reports could be provided quarterly. Mr. Asselmeier said yes.

CORRESPONDENCE
None

COMMENTS FROM THE PRESS:
None

EXECUTIVE SESSION
None

ADJOURNMENT:
Member DeBolt made a motion, seconded by Member Koukol to adjourn. With a voice vote of five (5) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 8:00 p.m.

Minutes prepared by Wanda A. Rolf, Part-Time Office Assistant

Encs

KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
DECEMBER 8, 2025

IF YOU WOULD LIKE TO BE CONTACTED ON FUTURE MEETINGS REGARDING THIS TOPIC, PLEASE PROVIDE YOUR ADDRESS OR EMAIL ADDRESS

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Jeri O'Brien	[redacted]	
Shalabh VanFaz		
Joan Sobkowicz		
Patrick Taylor		
Fran Miller		
DAVID SHIVELY		
Pat Fresenius		
Boyd Ingemunson		
Vichi Hitihamiaradhi		

PUBLIC TESTIMONY:

KENDALL COUNTY PLANING AND ZONING: MONDAY DECEMBER 9TH 2025

I would like to review with the planning building and zoning committee the Natural Resource Information (NRI) report, number 2202, May 2022, Best Budget Tree Service. This is a 48.59-acre parcel. This parcel is located within the Upper Illinois River watershed and the Minooka Brance Aux Sable Creek, sub watershed. The original zoning described in the Kendall County Soil and Water Conservation District report, was A-1 Agricultural. It was then proposed and later adopted a zoning use of A-1 SU Agricultural with Special Use Permit, Tree Service Business. This report was was given to the applicant, Jeremy Dippold, The Township Planning Commission, and The County Planning and Zoning Department. This report remains in the Kendall County Soil and Water Conservation District Files. The recommendations of this report state that the Watershed and Sub Watershed Plan preserve open space, maintain wetlands, as a part of the development, use natural water management, prevent soil from leaving a construction site, protect subsurface drainage, decrease impervious surfaces, reduce areas disturbed by mass grading, preserve views, and treat water as it falls, to name a few. Many Kendall County Citizens were active in helping create the above recommendations, as documented in the Protect Kendall Now Grant Plan, as well as the Aux Sable Creek Watershed 319 grant plan.

There is a freshwater emergent wetland on the northwest corner of the property. When the latest proposed zoning came before our Seward Township Planning Commission, in August of this year, to add 326 R.V. and boat storage vehicles, which does not seem to fit the forestry use, the engineer John Tebrugge was asked about the storm water plan which was designed for parking on Asphalt Grindings. He stated that the drainage from the parking lot would be discharged into the wetland.

In our area, where many individual homes rely on shallow groundwater wells, the wetland in its original state is particularly valuable. The wetland controls flooding, for the landowner to the West. Wetlands cleanse water by filtering out sediment and other pollutants, like road salt, tar, and oil particulate, coming off the impervious service of the proposed parking area. This would be detrimental to the wetland. The conversation of wetlands, with their sediment trapping and nutrient absorbing vegetation, to biologically barren stormwater detention ponds, can cause addition degradation of water quality in downstream or adjacent areas.

Wetlands are high quality and important. It has been estimated that over 95 percent of the wetlands, that were historically present in Illinois have been destroyed while only recently

has the true environmental significance of wetlands been fully recognized. America is losing 100,000 acres of wetland a year. One acre of wetland can filter 7.3 million gallons of water a year.

The N.R.I. report also mentioned that there are Hydric Soils, on the site, another indication of flooding potential. It is imperative that the drainage tiles remain undisturbed. A damaged subsurface drainage tile may return original hydrologic condition to all the areas that drained through the tile, ranging from less that one acre to many square miles.

We are not aware that a Kendall County Stormwater Management Plan has been secured for this site. This permitted engineering plan would help protect the wetland by installing filter strips, and erosion control measures, after modification of the property. This is a permitted process with professional seals and certifications required. We have not heard, in any of the zoning committees, that this process will take place, before or during the construction project. Pulling a storm water plan will have final inspections and long-term maintenance.

Our question today will be if and when a storm water management plan will be applied for, when the project is approved for this special use zoning. I would also ask why an Army Corps of Engineer permit does not have to be applied for, in the consideration of discharging stormwater into this wetland, as proposed by and discussing the engineering plan?

Sincerely,

[redacted]

Joan Kathry Soltwisch

Seward Township Land Planning Committee, Representing the Aux Sable Creek Watershed.

2026 Kendall County, Illinois Meeting Dates

Meetings scheduled from January 1 through February 16, 2026, will be held at the Kendall County Historic Courthouse located at 110 W. Madison St., Yorkville, IL. Beginning February 17, 2026, all subsequent meetings will be conducted at the Kendall County Office Building located at 504 South Main Street, Yorkville, IL 60560 unless otherwise noted on the meeting agenda.

First County Board Meeting - 1st Tuesday of the Month at 6:00 P.M.
January 6, 2026
February 3, 2026
March 3, 2026
April 7, 2026
May 5, 2026
June 2, 2026
July 7, 2026
August 4, 2026
September 1, 2026
October 6, 2026
November 2, 2026
December 1, 2026

Second County Board Meeting - 3rd Tuesday of the Month at 9:00 A.M.
January 20, 2026
February 17, 2026
March 17, 2026
April 21, 2026
May 19, 2026
June 16, 2026
July 21, 2026
August 18, 2026
September 15, 2026
October 20, 2026
November 17, 2026
December 15, 2026

Facilities Management & Technology - 1st Monday of Every Month at 4:00 P.M.
January 5, 2026
February 2, 2026
March 2, 2026
April 6, 2026
May 4, 2026
June 1, 2026
July 6, 2026
August 3, 2026
September 7, 2026- No Meeting (Labor Day)
October 5, 2026
November 2, 2026
December 7, 2026

Human Resource & Insurance - 1st Monday of Every Month at 5:30 P.M.
January 5, 2026 - No Meeting
February 2, 2026
March 2, 2026
April 6, 2026
May 4, 2026
June 1, 2026
July 6, 2026
August 3, 2026
September 7, 2026- No Meeting (Labor Day)
October 5, 2026
November 2, 2026
December 7, 2026

Historic Preservation - 3rd Monday of the Month at 5:30 P.M.
January 21, 2026 (Wednesday)
February 18, 2026 (Wednesday)
March 16, 2026
April 20, 2026
May 18, 2026
June 15, 2026
July 20, 2026
August 17, 2026
September 21, 2026
October 19, 2026
November 16, 2023

Planning Building & Zoning - Monday before the second County Board Meeting at 6:30 P.M.
January 12, 2026
February 9, 2026
March 9, 2026
April 13, 2026
May 11, 2026
June 8, 2026
July 13, 2026
August 10, 2026
September 8, 2026 (Tuesday)
October 13, 2026 (Tuesday)
November 9, 2026
December 7, 2026

Zoning Board of Appeals - Monday Following the 4th Wednesday of the Month at 7:00 P.M.
February 2, 2026
March 2, 2026
March 30, 2026
April 27, 2026
June 1, 2026
June 29, 2026
July 27, 2026
August 31, 2026
September 28, 2026
November 2, 2026
December 14, 2026 (Third Monday)

Highway Committee Meeting - 2nd Tuesday of the Month at 3:30 P.M.Meets at the Highway Department, 6780 Route 47
January 13, 2026
February 10, 2026
March 10, 2026
April 14, 2026
May 12, 2026
June 9, 2026
July 14, 2026
August 11, 2026
September 8, 2026
October 13, 2026
November 10, 2026
December 8, 2026

Comprehensive Land Plan & Oridinance - 4th Wednesday of the Month at 5:00 P.M
January 28, 2026
February 25, 2026
March 25, 2026
April 22, 2026
May 27, 2026
June 24, 2026
July 22, 2026
August 26, 2026
September 23, 2026
October 28, 2026
November 2025 - No Meeting
December 9. 2026 (Second Wednesday)

Economic Development & Administration - 3rd Wednesday of the month at 5:30 P.M.
January 21, 2026
February 18, 2026
March 18, 2026
April 15, 2026
May 20, 2026
June 17, 2026
July 15, 2026
August 19, 2026
September 16, 2026
October 21, 2026
November 18, 2026
December 16, 2026

Committee of the Whole - Thursday before the second County Board Meeting at 4:00 P.M.
January 15, 2026
February 12, 2026 - No Meeting (Lincoln's Birthday)
March 12, 2026
April 16, 2026
May 14, 2026
June 11, 2026
July 16, 2026
August 13, 2026
September 10, 2026
October 15, 2026
November 12, 2026
December 10, 2026

Regional Planning Comission (RPC) - 4th Wednesday of the Month at 7:00 P.M.
January 28, 2026
February 7, 2026 (Annual Meeting 9:00 AM)
March 25, 2026
April 22, 2026
May 27, 2026
June 24, 2026
July 22, 2026
August 26, 2026
September 23, 2026
October 28, 2026
November 2026 - No Meeting
December 9, 2026 (Second Wednesday)

Finance & Budget Committee - Thursday after the second County Board Meeting at 4:00 P.M.
January 29, 2026
February 26, 2026
March 26, 2026
April 30, 2026
May 28, 2026
June 25, 2026
July 30, 2026
August 27, 2026
September 24, 2026
October 29, 2026
November 26, 2026 - County Closed
December 24, 2026 - County Closed

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: New Fitness for Duty Policy (Section 5.15 in the Kendall County Employee Handbook

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve the new Fitness for Duty Policy

Board/Committee Review:

On 12/1/25, the HR & Insurance Committee voted to forward this item to County Board for approval.

Fiscal impact:

None

Background and Discussion:

If approved, the attached Fitness for Duty Policy will help mitigate risk by ensuring that employees are physically and mentally capable of performing their essential job duties, thus reducing the likelihood of workplace accidents or errors. By requiring fitness for duty evaluations when there is objective concern about an employee's ability to perform safely or when a direct threat to health and safety exists, the County can proactively protect both the well-being of employees and the overall safety of the workplace.

Staff Recommendation:

To approve the new Fitness for Duty Policy.

Attachments:

1. New Fitness for Duty Policy (Section 5.15 in the Kendall County Employee Handbook)

Section 5.15	Fitness for Duty Policy
Effective Date: 1/1/2026 Last Amended Date: N/A	Source Doc/Dep.: None/HR

Section 5.15 FITNESS FOR DUTY POLICY

The Employer is committed to a safe and productive workplace. Employees are expected to be physically and mentally able to perform the essential duties of their jobs, with or without reasonable accommodation.

A. GUIDELINES

Qualified employees with disabilities are protected from unlawful discrimination, including unlawful harassment, and they are entitled to reasonable accommodations for known physical and mental impairments, if necessary, to assist the employee in performing their job duties. This policy is not intended to supersede or modify the procedures applicable to employees seeking reasonable accommodations under applicable state and/or federal law and/or pursuant to the Employer's Reasonable Accommodations Policy.

Employees are responsible for managing their health in such a way that they can safely perform the essential functions of their job, with or without a reasonable accommodation. Employees must come to work fit for duty and must perform their job in a safe, secure, productive, and effective manner during the entire time they are working.

Employees are responsible for notifying their immediate supervisor, Executive, and/or Designated Human Resources Representative if they are not fit for duty. Employees are also responsible for notifying their immediate supervisor, Executive, and/or Designated Human Resources Representative when they observe a co-worker acting in a manner that indicates the co-worker may be unfit for duty.

B. WHEN A FITNESS FOR DUTY EVALUATION MAY BE REQUIRED

The Employer may require a fitness for duty evaluation when it is job-related and consistent with business necessity including, but not limited to when:

- There is objective, documented concern about the employee's ability to safely or effectively perform essential job duties; or
- The employee may pose a direct threat (i.e., a significant risk of substantial harm to the health and safety of self or others) due to a physical, mental, or emotional condition.

Some examples of actions or behaviors that may necessitate a fitness for duty evaluation include, but are not limited to, problems with coordination, memory, concentration, alertness, speech, vision, suicidal ideations, or threats.

C. FITNESS FOR DUTY EVALUATION PROCESS

If an employee is referred for a fitness-for-duty evaluation, they will be provided with notice outlining the reason for the evaluation. At the Executive's sole discretion, the employee may be placed on a leave of absence during the evaluation process and while awaiting the results.

The fitness-for-duty evaluation will assess the employee's ability to safely perform essential job functions and identify any work restrictions. An impartial, independent healthcare provider will conduct the evaluation. The provider must not be the employee's treating physician, nor have provided treatment to the employee within the 24 months prior to the evaluation. As part of the process, the employee will be required to sign a release permitting the healthcare provider to communicate with the Employer regarding any work restrictions or other relevant factors affecting the employee's job performance. The Employer will cover the cost of the fitness-for-duty evaluation.

Once the results of the evaluation are received, the Employer will decide whether the employee may:

- Return to full duty without restrictions;
- Not return to duty, in which case the Employer and employee will discuss available options; or
- Return to full duty with reasonable accommodations, in accordance with the healthcare provider's recommendations, provided that such accommodations do not impose an undue hardship on the Employer's operations.

D. CONFIDENTIALITY

Records of fitness for duty evaluations will be treated as confidential medical records and will be kept separate from existing department and personnel files; this information can be shared only on a strict "need to know" basis.

E. FAILURE TO COMPLY

Failure to comply with this policy and associated procedures (e.g., attending the healthcare provider appointments; providing the healthcare provider with the information necessary to complete the fitness for duty evaluation; etc.) may result in disciplinary action up to and including termination of employment.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Revised Wage and Salary Policy (Section 7.1 in the Kendall County Employee Handbook)

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve the revised Wage and Salary Policy

Board/Committee Review:

On 12/1/25, the HR & Insurance Committee voted to forward this item to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The revisions to the attached Wage and Salary Policy are intended to align the policy with current payroll practices following the implementation of Executime and the transition of payroll responsibilities from the Kendall County Treasurer's Office to the Kendall County Human Resources Department. The revisions to the attached policy are also intended to align with applicable state and federal wage and hour law updates.

If approved, this revised policy would become effective on 1/1/2026.

Staff Recommendation:

To approve the revised Wage and Salary Policy.

Attachments:

1. Revised Wage and Salary Policy (Section 7.1 in the Kendall County Employee Handbook)

Section 7.1	Wage and Salary Policy
Effective Date: 09/01/2022 Last Amended Date: 1/1/2026	Source Doc/Dep.: None/HR

Section 7.1 WAGE AND SALARY POLICY

A. NON-EXEMPT EMPLOYEES

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States receive at least the federal minimum wage for all hours worked and receive overtime pay, or alternatively for public employees, compensatory time off, at the rate of one and one-half hours for each hour worked over forty (40) in a workweek. Employees who are subject to minimum wage and overtime laws are called "non-exempt." ~~If you are eligible for overtime pay or compensatory time off, you must maintain a record of the total hours you work each day. These hours must be accurately recorded using our time record system.~~

Employees ~~You~~ should not work any hours outside of their ~~your~~ scheduled workday unless their ~~your~~ Executive has authorized the unscheduled work in advance. Non-exempt employees should ~~Do~~ not start early, finish late, work during a meal break, or perform any extra work unless they ~~you~~ are authorized to do so in advance, and the time is reported in the Employer's electronic timekeeping system~~on your time-keeping record~~. Employees ~~You~~ are required to verify that the reported hours worked are complete and accurate and that the employee has ~~you have~~ not worked any "off-the-clock" or unrecorded time. ~~Your recorded hours worked must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. At the end of each workweek, you should submit your completed time record to your immediate supervisor for verification and approval. Thereafter, the immediate supervisor shall promptly forward the timesheet to the Designated HR Representative. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked during the payroll period.~~

B. EXEMPT EMPLOYEES

~~Section 13(a)(1) of the FLSA, however, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. Section 13(a)(1) and Section 13(a) (17) also exempt certain computer employees. Job titles do not determine exempt status. In order for an employee~~ An FLSA exempt employee is "~~to qualify as~~ "exempt" from minimum wage and overtime. To qualify as an FLSA exempt employee, an employee must be paid on a salary basis in an amount greater than $684 per week and their ~~'s~~ specific job duties ~~and salary~~ must meet all ~~the~~ requirements set by the U.S. ~~of the~~ Department of Labor and

the Illinois Department of Labor~~'s regulations~~. ~~If you are classified as an exempt, salaried employee, you will receive a salary, which is intended to compensate you for all hours that you may work for the Employer. This salary will be set at the time of hire or whenever you become classified as an exempt employee. Your salary may be subject to review and modification from time to time, such as during salary review time.~~

~~Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of work.~~ Subject to exceptions set forth in applicable state and federal law~~listed below~~, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. ~~Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.~~

~~Deductions from an exempt employee's pay are permissible under the following circumstances:~~

- ~~When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;~~
- ~~For absences of one or more full days due to sickness or disability if the deductions are made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;~~
- ~~To offset amounts employees, receive as jury or witness fees or for military pay;~~
- ~~For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;~~
- ~~In the initial or terminal week of employment in the event you work less than a full week;~~
- ~~For penalties imposed in good faith for infractions of safety rules of major significance; and~~
- ~~For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.~~

~~It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit any member of management from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Employer does not allow improper salary deductions that violate the FLSA.~~

C. ACCURATE TIME-KEEPING

Employees must accurately record all regular and overtime (if applicable) hours worked, any absences, early or late arrivals, early or late departures, and meal breaks in the Employer's electronic timekeeping system. Employees must submit their timecards for approval through the Employer's electronic timekeeping system at the end of each pay period. Once the employee's timecard is submitted for approval, the employee's

supervisor, Executive, or their designee must then review, approve, and submit the timecard to payroll through the Employer's electronic timekeeping system. If a supervisor identifies an error on an employee's timecard, the supervisor must return the timecard to the employee for correction before it is submitted to payroll for processing.

By approving a timecard, both the employee and the supervisor confirm the reported time and the reported time off is accurate and complete to the best of their knowledge. Falsifying a timekeeping record is a violation of this policy. It is also a violation for any employee to direct another employee to inaccurately or falsely report hours worked or to modify another employee's timekeeping record to either over- or under-report hours. If an employee is instructed to violate this policy, the employee must not comply. Instead, the employee must report the incident immediately to their immediate supervisor, the Designated HR Representative, and/or the Executive.

If an error in a timecard is discovered *after* it has been approved and submitted to payroll, a Payroll Correction Notice must be completed and submitted to payroll for processing.

D. REPORTING ERRORS OR IMPROPER DEDUCTIONS

The Employer ~~We~~ makes every effort to ensure that all ~~our~~ employees are paid correctly. Occasionally, however, an inadvertent error can occur. Employees should ~~Please~~ review their ~~your~~ paystub every pay period. If an employee ~~you~~ finds an error, please call it to ~~our~~ the Employer's attention immediately by reporting it to the employee's ~~your~~ ~~the~~ immediate supervisor, Executive, ~~your~~ designated HR Representative, and/or payroll. Also, if an employee ~~you~~ believes an improper deduction has been made from their ~~your~~ wages, the employee ~~you~~ should immediately report this to their ~~your~~ immediate supervisor, Executive, ~~and/or~~ designated HR Representative, and/or payroll ~~the Kendall County Treasurer's Office~~Human Resources Department. Reports of errors or improper deductions will be promptly investigated. If it is determined that an error or improper deductions has occurred, it will be promptly corrected, and the employee ~~you~~ will be promptly reimbursed for any improper deduction made. No employee will be retaliated against for reporting violations of this policy or for cooperating in an investigation of a reported violation.

If an employee receives an overpayment of wages, the employee and their Executive will promptly be notified of the overpayment. If the employee disputes the amount of the overpayment, the employee must submit a written notice of dispute to payroll within two (2) business days after the employee receives notice of the overpayment. If no written notice of dispute is received within this timeframe, it will be presumed the employee does *not* dispute the amount of the overpayment. Pursuant to the Illinois Wage Payment and Collection Act, the entire sum of the overpayment will be deducted on the employee's first regular payday after the payday on which the overpayment occurred, unless an alternative repayment schedule is agreed to in writing by the Employer and the employee.

If an overpayment is not discovered until one or more paydays have passed, the employee and the Employer must agree to a repayment schedule for the overpayment.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Revised Personal and Banked Sick Leave Policy (Section 8.1 in the Kendall County Employee Handbook)

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve the revised Personal and Banked Sick Leave Policy

Board/Committee Review:

On 12/1/25, the HR & Insurance Committee voted to forward this item to County Board for approval.

Fiscal impact:

None

Background and Discussion:

The revisions to the attached Personal and Banked Sick Leave Policy are intended to align the policy with current payroll practices following the implementation of Executime and the transition of payroll responsibilities from the Kendall County Treasurer's Office to the Kendall County Human Resources Department.

If approved, the updated policy will take effect on January 1, 2026.

Staff Recommendation:

To approve the revised Personal and Banked Sick Leave Policy.

Attachments:

1. Revised Personal and Banked Sick Leave Policy (Section 8.1 in the Kendall County Employee Handbook)

Section 8.1	Personal and Banked Sick Leave
Effective Date: 09/01/2022 12/19/2023 1/21/2025 Last Amended Date: 1/1/2026~~1/21/2025~~	Source Doc/Dep.: None/HR

Section 8.1 PERSONAL AND BANKED SICK LEAVE

Pursuant to the terms of this policy, the Employer provides paid personal leave and banked sick leave to eligible employees (as defined below).

A. DEFINITIONS

1. Eligible Employees

For purposes of this policy, "eligible employees" includes all full-time, part-time, temporary, and seasonal employees. Personal leave and banked sick leave is not available to unpaid interns, unpaid volunteers, County Board members, appointed board/committee members, and employees who work less than forty (40) hours per fiscal year.

If an employee has any questions regarding their eligibility for personal leave and/or banked sick leave, they should contact their Designated HR Representative.

2. Workday

For purposes of this policy, a "workday" is the average number of hours an eligible employee is regularly scheduled to work in a workday. So, for example, if the eligible employee regularly works a seven and one-half (7½) hour workday, the eligible employee's "workday" for purposes of this policy will be 7.5 hours of personal leave.

B. PERSONAL LEAVE

1. Accrual of Personal Leave

On December 1st of each year of employment, eligible employees will receive the equivalent of one (1) workday of paid personal leave per month they are budgeted to work during the fiscal year. Examples of this calculation are as follows:

- A full-time employee who is budgeted to work an average of 7.5 hours each workday during the fiscal year would receive 90 hours of personal leave on December 1st of the fiscal year.

- A part-time employee who is budgeted to work an average of 4 hours each workday during the fiscal year would receive 48 hours of personal leave on December 1st of the fiscal year.
- A temporary seasonal employee who is budgeted to work an average of 4 hours each workday for only 3 months of the fiscal year would receive 12 hours of personal leave during the fiscal year.

An eligible employee who is on FMLA leave or some other form of approved leave on December 1st will still be eligible to receive their paid personal leave days for the fiscal year on December 1st.

If an employee becomes an "eligible employee" after December 1st, the eligible employee shall receive a pro rata amount of personal leave based upon the month they became an eligible employee. For example, if a full-time employee begins employment on June 21, the eligible employee would receive five (5) workdays of paid personal leave for the remainder of the fiscal year.

2. Use of Personal Leave

Personal leave may be used for any purpose, subject to the provisions in this policy. An employee is not required to provide the Employer with a reason for taking personal leave. The Employer will not require the employee to provide documentation or certification of the reason that personal leave was taken. An employee is not required to search for or find a replacement worker to cover the hours during which the employee will take personal leave.

Eligible employees may take personal leave in increments as small as ~~thirty (30)~~fifteen (15) minutes. Eligible employees shall be paid their regular ~~hourly~~ rate of pay for personal leave.

3. Trading Personal Leave

Non-probationary eligible employees have the option of trading up to a maximum of twelve (12) workdays of their current, unused personal leave for one-fourth (1/4) of their daily pay rate of the fiscal year of accrual.

Application for this trade must be made in writing no later than October 31 of the fiscal year. Non-probationary eligible employees wishing to trade their unused personal leave days must request this in writing from their Executive. The Executive will certify the number of personal leave days the non-probationary eligible employee is entitled to trade and submit this information in writing to the Kendall County ~~Treasurer's Office~~Human Resources Department.

If the eligible employee uses any of these personal days after this trade and prior to the first day of the next fiscal year, they will be deducted from the next fiscal year's twelve (12) personal days.

C. BANKED SICK LEAVE

1. Carryover of Accrued, Unused Personal Leave

Accrued personal leave that is not used or traded on or before the last day of the fiscal year it is earned ~~may~~ will be carried over by eligible employees into the next fiscal year but will~~may~~ only be carried over as accrued banked sick leave (not personal leave).

2. Use of Banked Sick Leave

Banked sick leave may only be used after all personal leave days granted in the active fiscal year have been exhausted.

Accrued banked sick leave may only be used for one or more of the following reasons:

- The eligible employee is sufficiently ill so that good judgment would determine it best not to report to work;
- The eligible employee cannot report to work due to an illness or injury not arising out of or in the course of their employment;
- The eligible employee is absent due to an illness, injury, or medical appointment of the eligible employee or their spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the eligible employee's attendance may be necessary; and/or
- The eligible employee is absent due to an FMLA qualifying reason, and the eligible employee is concurrently using FMLA leave for the absence.

Banked sick leave can be accumulated up to a sum not to exceed two hundred forty (240) banked sick leave days.

Eligible employees may take banked sick leave in increments as small as fifteen ~~thirty~~ (15~~30~~) minutes. Eligible employees shall be paid their regular ~~hourly~~ rate of pay for banked sick leave.

D. NOTIFICATION AND APPROVAL TO USE ACCRUED PERSONAL LEAVE AND BANKED SICK LEAVE

All requests to use personal leave and/or banked sick leave should be submitted in writing through the Employer's electronic timekeeping system to the eligible employee's Executive or Executive's designee (collectively referred to as "Executive") for approval or denial. ~~If the request is approved, the eligible employee should then forward the request and approval to the Designated HR Representative for recordkeeping purposes.~~

If the eligible employee is requesting to use accrued personal leave and/or banked sick leave for an unforeseeable absence (e.g., the eligible employee becomes ill): The eligible employee should call their Designated HR Representative or their Executive and request the time off as soon as possible **but no later than one (1) hour prior to the**

start of their work shift, unless such notice is not practical and/or such notice requirement has been waived by the Executive.

If the eligible employee is requesting to use accrued personal leave and/or banked sick leave for a foreseeable absence (e.g., to attend a medical, optical or dental examination appointment or treatment or any other type of foreseeable absence): The eligible employee should submit their request for time off through the Employer's electronic timekeeping system ~~in writing~~ to their Executive as soon as possible **but no later than twenty four (24) hours prior to the start of their work shift**, unless such notice is not practical and/or such notice requirement has been waived by their Executive.

All requests to use accrued personal leave and/or banked sick leave should be made to create minimal disruption of work schedules and regular business operations if possible. All requests to use accrued personal leave and/or banked sick leave should include the eligible employee's best estimate of the duration of the absence, if possible.

Use of personal leave and/or banked sick leave is subject to approval by the eligible employee's Executive. The Executive may deny an eligible employee's request to use personal leave and/or banked sick leave if granting such leave would significantly impact business operations. The following is an illustrative (not exhaustive) list of reasons why requests to use personal leave and/or banked sick leave may be denied:

(1) Staffing would fall below minimum levels necessary to provide effective public service;
(2) Emergency circumstances exist requiring employee attendance; and/or
(3) Employee absence would hamper the Employer's ability to meet critical workflow obligations or deadlines.

Disapproved personal leave and/or banked sick leave requests will be promptly returned to the eligible employee with an explanation for the denial of the time off request.

~~The eligible employee must promptly report their absences charged to accrued personal leave and/or banked sick leave in writing to their Executive and the Designated HR Representative for recordkeeping purposes.~~

E. SEPARATION OF EMPLOYMENT

Upon separation of employment, the eligible employee is not entitled to any additional compensation for any unused personal leave days in the current year and for any accrued banked sick days from prior fiscal years. However, retiring IMRF members, 55 years of age and older, may qualify for a maximum of up to one (1) year of additional pension service credit for accrued, unused banked sick leave accumulated at the rate of one (1) month of IMRF pension service credit for every twenty (20) days of accrued, unused banked sick leave or fraction thereof.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Revised Voting and Election Judge Leave Policy (Section 8.3 in the Kendall County Employee Handbook)

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve the revised Voting and Election Judge Leave Policy

Board/Committee Review:

On 12/1/25, the HR & Insurance Committee voted to forward this item to County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached revised Voting and Election Judge Leave Policy adds a section allowing employees an unpaid leave of absence to serve as an election judge in compliance with state law.

If approved, the updated policy will take effect on January 1, 2026.

Staff Recommendation:

To approve the revised Voting and Election Judge Leave Policy.

Attachments:

1. Revised Voting and Election Judge Leave Policy (Section 8.3 in the Kendall County Employee Handbook)

Section 8.3	~~Time Off to Vote~~Voting and Election Judge Leave
Effective Date: 09/01/2022 1/1/2026 Last Amended Date: 1/1/2026	Source Doc/Dep.: None/HR

Section 8.3 VOTING AND ~~TIME OFF TO VOTE~~ ELECTION JUDGE LEAVE

A. VOTING LEAVE

Employees are requested to vote before or after work if possible. However, if polls are open only during work hours or you are unable to vote before or after work, voters may take time to vote during work so long as the time taken does not exceed two (2) hours. Employees must request time off to vote in advance of the election date. Such requests should be sent in writing to the employee's immediate supervisor for approval. If the request is approved, the employee should then forward the request and approval to Designated HR Representative for recordkeeping purposes. The Employer reserves the right to specify the timeframe during which the employee may be absent to vote.

B. ELECTION JUDGE LEAVE

The Employer will provide eligible employees with unpaid leave to serve as an election judge.

To be eligible for an unpaid election judge leave of absence, the employee must:

- Be appointed as an election judge; and
- Provide at least twenty (20) calendar days' advance written notice of the employee's intent to take election judge leave.

Pursuant to applicable state law, the employee will not be required to use any paid leave to serve as an election judge.

The Employer will not retaliate or discriminate against an employee who requests or takes election judge leave in accordance with this policy.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Revised Military Leave Policy (Section 8.5 in the Kendall County Employee Handbook)

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve the revised Military Leave Policy

Board/Committee Review:

On 12/1/25, the HR & Insurance Committee voted to forward this item to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached revised Military Leave Policy reflects changes in state law and incorporates three new categories of military leave for eligible employees:

- Family Military Leave;
- Military Funeral Honors Detail Leave; and
- Civil Air Patrol Leave.

If approved, the updated policy will take effect on January 1, 2026.

Staff Recommendation:

To approve the revised Military Leave Policy.

Attachments:

1. Revised Military Leave Policy (Section 8.5 in the Kendall County Employee Handbook)

Section 8.5	Military Leave
Effective Date: 09/01/2022 Last Amended Date: 1/1/2026	Source Doc/Dep.: None/HR

Section 8.5 MILITARY LEAVE

The Employer will comply with all applicable federal, state, and local laws providing military leave and benefit protections to employees. Please direct any questions or requests for military leave to their Designated Human Resources Representative.

a. EMPLOYEE RIGHTS UNDER THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

1. REEMPLOYMENT RIGHTS

An employee has the right to be reemployed in their civilian job if they leave that job to perform service in the uniformed service and:

- They ensure that their immediate supervisor and Executive receive advance written or verbal notice of their service;
- They have five (5) years or less of cumulative service in the uniformed services while with the Employer;
- They return to work or apply for reemployment in a timely manner after conclusion of service; and
- They have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If an employee is eligible to be reemployed, they must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.

2. RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

Pursuant to USERRA, an employee has the right to be free from discrimination and retaliation if they:

- are a past or present member of the uniformed service;
- have applied for membership in the uniformed service; or

- are obligated to serve in the uniformed service;

Then, the Employer may not deny the employee:

- initial employment;
- reemployment;
- retention in employment;
- promotion; or
- any benefit of employment

because of this status. In addition, the Employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

3. HEALTH INSURANCE PROTECTION

If an employees leaves their job to perform military service, they have the right to elect to continue their existing Employer-based health plan coverage for the employee and their dependents for up to 24 months while in the military. Even if the employee does not elect to continue coverage during their military service, they have the right to be reinstated in their Employer's health plan when they are reemployed, generally without any waiting periods or exclusions (e.g., preexisting condition exclusions) except for service-connected illnesses or injuries.

4. ENFORCEMENT

The U.S. Department of Labor, Veterans' Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USADOL or visit its website at http://www.dol.gov/vets. An interactive online USERRA Advisor can be viewed at http://www.dol.gov/elaws/userra.html. If they file a complaint with VETS and VETS is unable to resolve it, they may request that their case be referred to the Department of Justice for representation. They may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

b. RIGHTS UNDER ILLINOIS LAW

1. ILLINOIS SERVICE MEMBER EMPLOYMENT AND REEMPLOYMENT ACT RIGHTS

The Employer also complies with the Illinois Service Member Employment and Reemployment Rights Act (ISERRA), 330 ILCS 61. Employees may be eligible under the ISERRA for differential compensation, military leave, concurrent compensation, employer-based health plan benefits, and other protections as enumerated in ISERRA. The Employer prohibits discrimination against persons who serve in the uniformed

services. Employee eligibility under this statute is governed by all relevant statutory provisions.

2. FAMILY MILITARY LEAVE

The Employer will provide eligible employees who are the spouse, parent, child, or grandparent of a person called to military service with up to thirty (30) days of unpaid military family leave during the time federal or state deployment orders are in effect.

a. ELIGIBILITY

To be eligible for family military leave, the employee must:

- Have been employed by the Employer for at least twelve (12) months;
- Have worked for the Employer for at least 1,250 hours during the twelve (12) month period immediately preceding the leave; and
- Be the spouse, parent, child, or grandparent of a person called to military service lasting longer than thirty (30) days with the state or the United States pursuant to orders of the Governor or the President.

b. REQUESTING FAMILY MILITARY LEAVE

If an employee is requesting family military leave for five (5) or more consecutive workdays, they must provide at least fourteen (14) days advance notice of the intended date to take the family military leave. If possible, the employee should consult with their immediate supervisor or Executive to schedule family military leave so as not to unduly disrupt the Employer's operations.

When taking family military leave for less than five (5) consecutive days, the employee shall provide as much advance notice to their immediate supervisor and/or Executive as is practicable.

The Employer may require verification of the employee's eligibility for family military leave from the proper military authority.

c. DURING AND AFTER FAMILY MILITARY LEAVE

During family military leave, an employee may continue any benefits, if applicable, at their own expense. No loss of seniority status will occur as a result of family military leave taken under this policy, nor will family military leave result in the loss of any benefits accrued prior to the family military leave.

An eligible employee may not take family military leave until they have exhausted all accrued vacation, personal, compensatory, and/or any other paid leave granted to them, with the exception of banked sick and IMRF disability leave pay. Where applicable, time off under this policy will run concurrently with time off under the federal Family and Medical Leave Act.

Upon return from leave, the employee will be restored to their prior position or to a position with equivalent seniority status, benefits, pay, and other terms and conditions of employment.

The Employer will not retaliate against an employee who request or takes family military leave in accordance with this policy.

3. PAID MILITARY FUNERAL HONORS DETAIL LEAVE

Eligible employees may use up to eight (8) hours of paid leave per calendar month (but no more than forty (40) hours of paid leave in a calendar year) to participate in a military funeral honors detail.

a. DEFINITIONS

"Military funeral honors detail" is defined as an honor guard detail provided for the funeral of any veteran in compliance with 23 U.S.C. 1491 and any associated federal regulations. The military funeral honors detail must consist of at least two (2) members of the U.S. Armed Forces, one of whom is from the deceased veteran's service branch, with the remainder of the detail consisting of members of the Armed Forces, whether retired or not, or members of an authorized provider. The military funeral honors detail must perform at the funeral a ceremony that includes the folding of a United States flag and presentation of the flag to the deceased veteran's family and the playing of "Taps".

b. ELIGIBILITY

To be eligible for paid military funeral honors detail leave, an employee:

- Must have worked for the Employer for at least twelve (12) months and worked at least 1,250 hours in the twelve (12) month period immediately preceding the commencement of the leave;
- Must be trained to perform funeral honors as either active or retired military members, reservists, National Guard members, or authorized providers such as veterans service organization members; and
- Must provide their Designated Human Resources Representative with either (a) written confirmation of the employee's participation in the military funeral honors detail from the relevant authorized provider that dispatched the employee to perform the detail; or (b) any other official written notice provided to the employee in relation to the military funeral honors detail that can be used as proof of the employee's actual participation in the detail.

An eligible employee must submit their request to use paid funeral honors detail leave to their immediate supervisor and their Designated Human Resources Representative as soon as is practicable.

c. DURING AND AFTER MILITARY FUNERAL HONORS DETAIL LEAVE

Approved paid funeral honors detail leave will be paid at the employee's regular rate of pay that exists on the date the funeral honors detail leave is used. An eligible employee is not required to use their accrued paid time off (e.g., accrued vacation, personal, banked sick leave, compensatory time, etc.) while receiving paid funeral honors detail leave.

During paid military funeral honors detail leave, the Employer will maintain the eligible employee's health coverage under any group health plan and all other employee benefits, under the same terms as if the employee had continued to work. If the employee was required to pay a portion of the premiums for coverage, that obligation continues while on paid military funeral honors detail leave. Payment is expected to be made in the same amounts, and at the same time (i.e., each payroll date) as was made while working. If any payment is more than 30 days late, medical coverage may be cancelled.

When the paid funeral honors detail leave ends, an employee shall be restored to the same position held by the employee when the paid leave commenced or to another position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the Employer is unable to restore the employee to such a position due to conditions unrelated to the employee's military funeral honors detail.

4. CIVIL AIR PATROL LEAVE

Pursuant to the Illinois Civil Patrol Leave Act, the Employer will provide eligible employees with at least thirty (30) workdays of unpaid Civil Air Patrol leave per year to perform a Civil Air Patrol mission.

An eligible employee will not be required to exhaust any paid leave in order to take Civil Air Patrol leave.

a. Eligibility

To be eligible for Civil Air Patrol leave, an employee must:

- Have been employed for at least 12 months and worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- Be a volunteer member of the civilian auxiliary of the United States Air Force commonly known as the Civil Air Patrol.

b. Notice

If leave will be for five (5) or more consecutive days, the employee must provide the Employer with at least fourteen (14) days' notice of their intent to take leave to perform a

Civil Air Patrol mission. When able, the employee must consult with the Employer to schedule the leave so as not to unduly disrupt the Employer's operations.

If leave is for less than five (5) consecutive days, the employee must provide the Employer with notice as soon as practical.

Notice should be provided in writing to the employee's immediate supervisor and/or Designated HR Representative.

c. Certification

The employee must provide written certification from the proper Civil Air Patrol authority to verify the employee's eligibility for the requested Civil Air Patrol leave.

d. Restoration

Upon returning from Civil Air Patrol leave, the employee will be restored to the position they held when the leave began or to a position with equivalent seniority status, benefits, pay, and other terms and conditions of employment. However, this section does not apply if the Employer proves the employee was not restored because of conditions unrelated to the employee's exercise of rights under the Civil Air Patrol Leave Act.

e. Benefits

During any civil air patrol leave taken under this policy, employees may continue their employee benefits at the employee's expense.

f. Retaliation

The Employer will not retaliate or discriminate against an employee who requests civil air patrol leave or who takes civil air patrol leave in accordance with this policy.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Revised Blood and Organ Donor Leave Policy (Section 8.13 in the Kendall County Employee Handbook)

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve the revised Blood and Organ Donor Leave Policy

Board/Committee Review:

On 12/1/2025, the HR & Insurance Committee voted to forward this item to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached revised Blood and Organ Donor Leave Policy reflects recent changes in state law that expand leave rights to part-time employees.

If approved, the updated policy will take effect on January 1, 2026.

Staff Recommendation:

To approve the revised Blood and Organ Donor Leave Policy.

Attachments:

1. Revised Blood and Organ Donor Leave Policy (Section 8.13 in the Kendall County Employee Handbook)

Section 8.13	Blood and Organ Donor Leave of Absence Policy
Effective Date: 2/20/2024 Last Amended Date: 1/1/2026	Source Doc/Dep.: None/HR

Section 8.13 BLOOD AND ORGAN DONOR LEAVE OF ABSENCE POLICY

In accordance with Illinois law (820 ILCS 149/1 *et seq*.), paid leave is provided to eligible employees for the purpose of organ and/or blood donation pursuant to the terms of this Policy.

A. DEFINITIONS

An "eligible employee" is a full-time or part-time employee who (a) has been employed by the Employer for at least six (6) continuous months; and (b) donates an organ, bone marrow, blood, and/or blood platelets.

For purposes of this policy, "organ" means any biological tissue of the human body that may be donated by a living donor, including, but not limited to, the kidney, liver, lung, pancreas, intestine, bone, and skin or any subpart thereof.

B. ORGAN AND/OR BLOOD DONATION LEAVE

An eligible employee may use up to one (1) hour of paid leave to donate blood, one time every fifty-six (56) days, in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally recognized standards.

An eligible employee may use up to ten (10) days of paid leave in any 12-month period to serve as an organ donor.

Eligible employees are not required to use accumulated personal, banked sick and/or vacation leave time before being eligible for paid leave under this policy.

For a part-time employee using leave under this policy, the Employer shall calculate the daily average pay the part-time employee received during their previous two (2) months of employment and compensate the part-time employee in the amount of the daily average pay for the leave days used.

C. PROCEDURES

An eligible employee shall notify their immediate supervisor as soon as practical of their intent to request paid leave to donate blood and/or an organ. Eligible employees must

obtain written approval from their Executive or their designee at least one (1) day prior to the donation to be eligible to receive the paid leave. If the request is approved, the eligible employee should then forward the request and approval to the Designated HR Representative for recordkeeping purposes.

All requests to use blood and organ donor leave should be made to create minimal disruption of work schedules and regular business operations if possible. All requests to use blood and organ donor leave should include the eligible employee's best estimate of the duration of the absence, if possible.

Use of blood and/or organ donor leave is subject to approval by the eligible employee's Executive or their Executive's designee. The Executive and/or the Executive's designee may deny an eligible employee's request to use blood and organ donor leave if granting such leave would significantly impact business operations.

Eligible employees are required to submit official and/or medical documentation of the blood and/or organ donation before compensation will be awarded for the leave time. Such documentation must confirm the appointment to donate before the donation occurs. Also, upon return from donating blood and/or an organ, the eligible employee must provide a written statement from the blood bank and/or medical provider confirming the eligible employee kept their appointment to donate blood and/or an organ.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Phase II County Office Building Renovations Contingency Reduction #6

Prepared by: Dan G. Polvere

Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

Facilities and IT Committee

Fiscal impact:

The total request for Phase II Contingency Reduction #6 is **$48,046**. The total available contingency is **$80,077**, which will be reduced to **$32,031** following approval of this contingency reduction.

Background and Discussion:

Phase II Contingency Reduction #6 includes revisions that result from further review of the department and common spaces to ensure operational needs are met. Power and data outlets were added on the lobby wall outside the Treasurer's Office to accommodate digital signage. The west door from the boardroom to the executive conference room was removed/filled-in and revisions were also made to include new acoustic ceiling tiles in the boardroom to match the new construction. An additional change was made to the 3rd-floor Administration Department's open office space for the installation of (6) new lateral files to match the adjacent millwork.

Contingency Reduction #6 also includes the cost to alter the metal roof deck at the elevator shaft along with the cost for additional sidewalk on the South side of the building to accommodate the employee entrance door swing and access to the key card swipe. Further revisions include the relocation of sprinkler pipe and the breakroom sink to improve clearance along with field modifications on (6) linear diffusers to account for unforeseen site field constraints.

Additional costs include minor changes to the tuckpointing scope of work and brick repair at the firehouse along with the removal of a small tree and the replacement of shrubs/sod from Phase I that were disrupted during the Phase II demolition and construction activities.

The total request for Phase II Contingency Reduction #6 is $48,046 with revised contract amounts as follows. The total available contingency is $80,077, which will be reduced to $32,031 following approval of this contingency reduction.

- Lite Construction Revised Contract Amount $ 2,718,411 ($24,495 increase)
- Guardian Steel Revised Contract Amount $ 407,661 ($1,145 increase)
- Abbey Paving Revised Contract Amount $ 260,890 ($3,370 increase)
- Nelson Fire Protection Revised Contract Amount $ 166,718 ($1,439 increase)
- Omega Plumbing Revised Contract Amount $ 320,997 ($1,041 increase)
- Artlip & Sons Revised Contract Amount $ 878,190 ($1,320 increase)
- Aurora Wiring & Fixture Revised Contract Amount $ 1,133,032 ($1,346 increase)
- ASE Illini-Scapes Revised Contract Amount $ 47,675 ($6,175 increase)
- Otto Baum Company Revised Contract Amount $ 37,115 ($7,715 increase)

Staff Recommendation:

Review and Approve.

Attachments:

Phase II Contingency Reduction #6

Phase II Contingency Reduction #6 Log Summary

Kendall County
Ph 2 County Office Building
Proposal Request Log
11/17/25

CORDOGAN CLARK
ARCHITECTURE ▪ ENGINEERING ▪ CONSTRUCTION

PR #	Issue Date	Pricing Due	AL W #	Date App'd	Description	Contractor	Potential Cost Adjustment	Comments
026	**8/20/25**		**006**		**Boardroom acoustic ceiling tiles to be replaced to ensure they match with the rest of the new construction.**		**$10,750**	
						Lite Construction	$10,750	
028	**8/29/25**		**006**		**Electrical, drywall, and blocking for additional monitor for the Treasurer's use located in the Lobby**		**$1,346**	
						AWF	$1,346	
032	**10/14/25**				**Six new lateral files included on the third floor in the admin open office to match adjacent custom millwork.**		**$7,734**	
						Lite Construction	$7,734	
					Remove executive conference room door 207B & patch and paint board room		**$6,011**	
						Lite Construction	$6,011	
					Revision of metal roof deck at the elevator shaft roof per RFI #50.		**$1,145**	
						Guardian Steel	$1,145	
					Additional sidewalk south side of building		**$3,370**	
						Abbey Paving	$3,370	
					Sprinkler pipe relocation required to improve clearance and aesthetics		**$1,439**	
						Nelson Fire Protection	$1,439	
					Relocated breakroom sink in wall		**$1,041**	
						Omega Plumbing	$1,041	
					Field modifications on 6 linear diffusers to account for site field constraints on the installation of the diffusers.		**$1,320**	
						Artlip & Sons	$1,320	

Kendall County
Ph 2 County Office Building
Proposal Request Log
11/17/25

PR #	Issue Date	Pricing Due	AL W #	Date App'd	Description	Contractor	Potential Cost Adjustment	Comments
					Replacement of shrubs at west side of parking lot/staging area, additional sod needed at east side of COB, removal of small tree at NW corner entry to COB along sidewalk.		**$6,175**	
						ASE Illini-Scapes	$6,175	
					Minor tuckpointing and exterior brick repair at the firehouse		**$7,715**	
						Otto Baum	$7,715	

CONTINGENCY REDUCTION

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

PROJECT: Phase Two County Office Building

CONTINGENCY REDUCTION #: CR-006

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

DATE: 11/17/2025
CONTRACT DATE:
PROJECT #: 241014

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

The Contract is changed as follows:

1. LITE CONSTRUCTION	
#21 - PR #26 ACT Ceiling	$10,750.00
#27 - PR32 Casework	$7,734.00
#28 - Remove executive conference room door 207B & patch and paint board room.	$6,011.00
New Contract Amount $2,718,411	**$24,495.00**
2. GUARDIAN STEEL	
#3 - Revision of metal roof deck at the elevator shaft roof per RFI #50.	$1,145.00
New Contract Amount $407,661	**$1,145.00**
3. ABBEY PAVING	
Additional sidewalk south side of building	$3,370.00
New Contract Amount $260,890	**$3,370.00**
4. NELSON FIRE PROTECTION	
Sprinkler pipe relocation required to improve clearance and aesthetics	$1,439.00
New Contract Amount $166,718	**$1,439.00**
5. OMEGA PLUMBING	
#005 - Relocated breakroom sink in wall	$1,041.00
New Contract Amount $320,997	**$1,041.00**
6. ARTLIP & SONS	
Modifications on the 4 linear diffusers in the labor and 2 linear diffusers on 2nd floor outside of the conference room.	$1,320.00
New Contract Amount $878,190	**$1,320.00**
7. AURORA WIRING AND FIXTURE	
PR28 Add outlet & 2 data drops for future monitor	$1,346.00
New Contract Amount $1,133,032	**$1,346.00**
8. ASE ILLINI-SCAPES	
Cover replacement of shrubs at west side of parking lot/staging area, additional sod needed and at east side of COB, removal of small tree at NW corner entry to COB along sidewalk.	$6,175.00
New Contract Amount $47,675	**$6,175.00**
9. OTTO BAUM	
Additional tuckpointing	$5,150.00
Exterior brick repair at the firehouse	$2,565.00
New Contract Amount $37,115	**$7,715.00**

CONTINGENCY REDUCTION

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

PROJECT: Phase Two County Office Building

CONTINGENCY REDUCTION #: CR-006

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

DATE: 11/17/2025
CONTRACT DATE:
PROJECT #: 241014

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

SUB-TOTAL FOR ALLOWANCE REDUCTION:	**$48,046.00**
The Original Contingency was:	$379,611.00
Net Change by previously authorized Contingency Reductions:	$299,534.00
The Contingency prior to this reduction was:	$80,077.00
The Contingency will be decreased by this reduction in the amount of:	$48,046.00
The new Contingency with this reduction will be:	**$32,031.00**
The Contract Time will be (increased) (decreased) (unchanged) by:	(0) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	unchanged.

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

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

CONSTRUCTION MANAGER:

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

By: _____

Date: _____

OWNER:

Kendall County
504 S. Main Street
Yorkville, IL 60560

By: _____

Date: _____

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: County Office Building Boardroom A/V System Re-installation, Executive Conference Room Upgrades and Conference Rooms/GIS Office A/V System Installations from CTI Conference Technologies, Inc.

Prepared by: Dan G. Polvere

Department: Facilities Management

Action Requested:

Review and Approve a contract with Conference Technologies Inc. in the amount of $142,155.41 from the TIPS Purchasing Cooperative.

Board/Committee Review:

Facilities and IT Committee

Fiscal impact:

$100,000 from the 2026 Capital Building Fund -1401; $33,835.59 from the Phase II County Office Building Construction FF&E Budget and $8,319.82 from GIS - 1317 for a total cost of $142,155.41.

Background and Discussion:

CTI Conference Technologies, Inc. will furnish and install the equipment and materials necessary to provide A/V systems in the County Office Building as described below:

Boardroom A/V System Re-Installation

- The A/V system previously installed in the Boardroom will be re-installed, along with upgrades. The control equipment rack was removed for the remodeling project. That equipment will be re-installed in a new owner furnished rack in the IT closet. The existing video monitors will be relocated within the room for improved viewing.
- A new video distribution amplifier will be installed for the dais monitors. The existing ceiling camera will be upgraded, and control programming will automate the preset selection based on microphone usage. A dual channel recording and streaming media processor will be provided.
- A new digital audio signal processor will be installed and programmed for the new equipment. The discussion microphone stations will be replaced with gooseneck microphones. The ceiling speakers will be rewired on a new amplifier, providing more

zones for better feedback control. The existing touchscreen control system will be reprogrammed for the new equipment.
- A new network switch will be installed for improved reliability. Rack power distribution units with IP control capability will be installed.

Executive Conference Room
- The existing monitors will be removed and a new 75" monitor installed. An AI autoframing camera will be installed for web conferencing. The existing ceiling array microphone, ceiling speakers, amplifier, and touchscreen control panel will be reused in the system.

Conference Rooms PBZ, 3rd Floor North, 3rd Floor South, GIS Office
- A 75" monitor and video soundbar will be installed in three of the rooms. An owner furnished monitor and mount (from the Executive Conference room) will be installed in the 3rd Floor South room. Owner furnished small form-factor PCs will be installed behind the monitors.

1st Floor Multipurpose Room
- Two 86" monitors with soundbars will be installed. Sources will include an owner furnished dual video output PC at the rear of the room, and A/V from the Boardroom system to act as an overflow area. Control for overflow will be programmed in the Boardroom touchscreen panel.

Staff Recommendation:

Review and Approve.

Attachments:

Boardroom AV System Re-Installation CTi Proposal

CTI Labor and Services – Kendall Co Offices Boardroom TIPS

PROPOSAL

Kendall County Illinois

Kendall Co Office Building AV Systems

Boardroom Re-installation and Conference Rooms

DATE

Wednesday, 3 December 2025

PREPARED BY

Mark Foehring
Design Consultant

Scope of Work

Proposal Number: J25140587

Proposal Date: 12/3/2025

Prepared for: Kendall County Illinois
Attn: Dan Polvere
Phone:
Email: Dpolvere@kendallcountyil.gov

Prepared by: Mark Foehring
Phone: 872-240-9412
Email: mark.foehring@cti.com

Bill to: Kendall County Illinois
111 W FOX RD
YORKVILLE, IL
60560-1621

Ship to: Kendall County Illinois
111 W FOX RD
YORKVILLE, IL
60560-1621

We propose to furnish and install the equipment and materials necessary to provide AV system in the County Office Building as described below.

Boardroom AV System Re-Installation

The AV system previously installed in the Boardroom will be re-installed, along with upgrades. The control equipment rack was removed for the remodeling project. That equipment will be re-installed in a new owner furnished rack in the IT closet- see the list below.

The existing video monitors will be relocated within the room for improved viewing. A new video distribution amplifier will be installed for the dais monitors. The existing ceiling camera will be upgraded, and control programming will automate the preset selection based on microphone usage. A dual channel recording and streaming media processor will be provided.

A new digital audio signal processor will be installed an programmed for the new equipment. The discussion microphone stations will be replaced with gooseneck microphones. The ceiling speakers will be rewired on a new amplifier, providing more zones for better feedback control.

The existing touchscreen control system will be reprogrammed for the new equipment. A new network switch will be installed for improved reliability. Rack power distribution units with IP control capability will be installed.

Executive Conference Room
The existing monitors will be removed and a new 75” monitor installed. An AI auto-framing camera will be installed for web conferencing. The existing ceiling array microphone, ceiling speakers, amplifier, and touchscreen control panel will be reused in the system.

Conference Rooms PBZ, 3rd Floor North, 3rd Floor South, GIS Office
A 75” monitor and video soundbar will be installed in three of the rooms. An owner furnished monitor and mount will be installed in the 3rd Floor South room. Owner furnished small form-factor PCs will be installed behind the monitors.

1st Floor Multipurpose Room
Two 86” monitors with soundbars will be installed. Sources will include an owner furnished dual video output PC at the rear of the room, and AV from the Boardroom system to act as an overflow area. Control for overflow will be programmed in the Boardroom touchscreen panel.

Infrastructure Requirements

- All AC power at the display and equipment rack locations, along with any required conduit for all low voltage cable paths to the display is the responsibility of others.
- All required backing and any other wall reinforcement required to safely accommodate the displays is the responsibility of others.
- Millwork modifications to any furniture is the responsibility of others.
- All AC power and any required conduit for all low voltage cable paths to the headend equipment is the responsibility of others.
- All network connectivity is provided by others.

Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

Proposal Summary

Description	Price
Equipment	$68,069.87
Implementation Services- Engineering, Installation, Programming, Commissioning, Training, Project Management	$57,797.45
IMaterials- Cable, connectors, hardware	$6,025.76
Freight	$3,865.75
CTI Complete	$6,396.58
Subtotal	$142,155.41
Tax	$0.00
Grand Total	**$142,155.41**

Recommended

Description	Price
2 Additional Years CTI Complete Service Agreement	$12,793.16
4 Additional Years CTI Complete Service Agreement	$25,586.32

Bill of Materials

Boardroom Re-installation

Manufacturer	P/N	Description	Qty
OFE	OFE	Relocate OFE wall monitors	1
OFE	OFE	OFE Dias Confidence Monitors and mounts	7
OFE	OFE	OFE Crestron UC engine	1
OFE	OFE	OFE NVX 350 Endpoints Currently in podium	2
OFE	OFE	OFE Assisted Listening System LT-800	1
OFE	OFE	OFE Crestron Touch Panel 7 inch	1
OFE	OFE	OFE NVX 350 Endpoints Currently in Rack	1
OFE	OFE	OFE PDU/Surge Protector 1 RU	1
OFE	OFE	OFE NVX 350 Endpoints Currently being used as encoder and decoder at dais	2
OFE	OFE	OFE APC	1
OFE	OFE	OFE Crestron Pro3 Control Processor	1
OFE	OFE	OFE Ceiling Speakers	12
OFE	OFE	OFE Podium	1
OFE	OFE	OFE AirMedia 200 Wireless Presentation Gateway	1
Crestron	HD-DA8-4KZ-E	1:8 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	1
QSC	QIO-PSU	Power Supply Accessory to support up to 4 QIO units with external power.	1
QSC	NC-20x60	20x Optical Zoom 60° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket.	1
QSC	PTZ-CMB1	Accessory Ceiling Mount Bracket for PTZ Camera, NC-12x80 and NC-20x60.	1
Extron	26-726-250	HD Pro P/250 - 250' (76.2 m)	2
AVPro Edge	AC-PSU-48V-1.5A-S	48V 1.5A power supply	1
Extron	60-1634-12	SMP 352 3G-SDI - 400 GB SSD	1

QSC	NV-32-H (Core Capable)	4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging.	1
Crestron	DM-NVX-E30	DM NVX 4K60 4:4:4 HDR Network AV Encoder	2
Extron	26-726-35	HD Pro P/35 - 35' (10.6 m)	2
Extron	60-1759-02	XPA U 358-70V, 8 Ch. Power Amp	1
Shure	MX415RLP/C	MICROPHONE, GOOSENECK NO PREAMP	17
Shure	MX400DP	Small Desktop Base with input, switched preamplifier, programmable logic switch and LED. Supports standard and light ring microphones	17
QSC	CORE 24f	Q-SYS Core Processor with 24 local audio I/O channels, 160x160 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual Ethernet ports for network redundancy plus two auxiliary Ethernet ports, two RS232 ports, 8x8 GPIO, 24 next-generation AEC processors, 1RU.	1
QSC	QIO-ML24i	Q-SYS peripheral providing 24 mic/line inputs. Supports optional network redundancy and peripheral redundancy. 1RU. Mounting hardware included for rack mounting and surface mounting. Mains powered, 100-240V.	1
QSC	QIO-GP8x8	Q-SYS peripheral providing control expansion with 8 logic inputs and 8 logic outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	1
Surgex	SX-AP-129	IP Connected Surge Eliminator and Power Conditioner	2
Netgear	GSM4230P-100NAS	M4250-26G4F-POE+ MNGD SWITCH PERP	1

Executive Conference Room

Manufacturer	P/N	Description	Qty
OFE	OFE	Remove 3 OFE monitors	1
OFE	OFE	OFE PC behind monitor	1
OFE	OFE	OFE Shure ceiling mic	1
OFE	OFE	OFE AMP	1

OFE	OFE	OFE Ceiling Speakers	2
OFE	OFE	OFE Touch Panel	1
Sony	FW75EZ20L	75 inch Professional Display	1
Chief	AS3LD	TEMPO FP WALL MOUNT SYSTEM	1
Huddly	7090043790948	Huddly L1 Kit With Plug and Play USB Adapter	1
Huddly	7090043790719	Screen Mount (VESA) for Huddly L1	1
QSC	I/O USB Bridge	Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless USB 2.0 connection. Includes dual LAN connections.	1

Conference Rooms- PBZ, 3rd Fl North, 3rd Fl South, GIS Office

Manufacturer	P/N	Description	Qty
OFE	OFE	OFE PC, Keyboard, & Mouse	4
OFE	OFE	OFE Monitor and mount	1
Sony	FW75EZ20L	75 inch Professional Display	3
Chief	AS3LD	TEMPO FP WALL MOUNT SYSTEM	3
Biamp	911.1987.900	Parle VBC 2800 Video Soundbar with Auto-framing	3

1st Floor Multipurpose Room

Manufacturer	P/N	Description	Qty
LG	86UR340C9	86" Professional Monitor	2
Chief	AS3LD	TEMPO FP WALL MOUNT SYSTEM	2
LIBERTY AV	DL-HD70LS-H2	LIBAV P/N DL-HD70LS-H270M VLC 18G HDBASET SET HDMIAND IR	2
Crestron	DM-NVX-D30	DM NVX 4K60 4:4:4 HDR Network AV Decoder	2
Crestron	SAROS SB-200-P-B	Saros Sound Bar 200, Powered, Black	2

Standard Disclaimer

CTI provides for twelve (12) months of **CTI Complete** on all system purchases. CTI warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 30% upon substantial completion, and 10% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restocking fees may apply. This proposal is valid for fourteen (14) days.

Taxes and Tariffs

Kendall County Illinois is responsible for all applicable taxes, including but not limited to sales tax, value-added tax (VAT), and goods and services tax (GST), as well as any import duties, tariffs, and customs fees imposed by the destination location. These charges are not included in the product price or freight and must be paid by Kendall County Illinois. The Seller will provide all necessary documentation for customs clearance, and both parties agree to comply with all relevant laws and regulations regarding these charges.

Installation Description and Requirements

Provided by CTI: If installation is purchased, CTI will install all A/V components. CTI will also perform all programming, alignments, and end-user training. CTI will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

Provided by Others

Electrical requirements are to be provided by others unless specifically included in CTI Scope of Work.

Statement

This system proposal is the property of CTI and is delivered with the sole intent of being viewed by management of Kendall County Illinois for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor, or CTI competitor without the written consent of CTI Any effort to do so will be considered a violation of copyright law.

Next Steps

1. Upon Notice to Proceed, CTI will begin executing the project plan with an internal handoff of the project to our operations team.

2. If you have questions about the process as we move forward, please contact me at mark.foehring@cti.com or 872-240-9412.

3. You will be contacted by a CTI Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Total
J25140587 - $142,155.41

Customer Signature	CTI Signature
Printed Name	Printed Name
Title	Title
Date	Date

Conference Technologies Inc.

Audio Visual Equipment, Supplies and Services Contract 230901

TIPS Customer: Kendall County, IL

Project Name: Office Building and Boardroom AV

Customer Quote # J25140587

Conference Technologies Inc. Designed Boardroom and Conference Room Systems

Karen Walton
Purchase Order Compliance
TIPS - The Interlocal Purchasing System
4845 US Hwy 271 N ~ Pittsburg, TX 75686
Phone: 866-839-8477
www.tips-usa.com

Please email this file to TIPS for approval : tipspo@tips-usa.com

SERVICES PRICING TIPS CONTRACT # 200904

System Proposal	Descritpion	MSRP	TIPS Discount	Final Cost with Discount
Equipment- Conference Technologies Inc. AV Design		$94,574.46	5%	$68,069.87
Implementation of Services (Breakdown Below)	Labor & Service, Warranty (Breakdown Below)	N/A	TIPS Labor Rate	$70,219.79
Freight	Freight	N/A	N/A	$3,865.75
Tax	Non-Taxable	N/A	N/A	$0.00
Conference Technologies Inc. Designed Turnkey System Total	**Total System Cost:**			**$142,155.41**

Catagories
Equipment
Labor & Services
Freight
Bonding (If Required)

Service or Travel type	Description	Hourly Fee	% Discount	TIPS Price	Maximum price increase.	Hours/Units	Total
Installation/ Training	Installation (2 Hour Minimum) Does not include travel costs. Travel costs are from nearest Conference Technologies Inc. office location to site destination, billed per hour.	$110.00	3.00%	$106.70	2.00%	244	$26,034.80
Engineering & Design	Engineering & Design	$177.00	3.00%	$171.69	2.00%	38	$6,524.22
Drafting	Drafting	$110.00	3.00%	$106.70	2.00%	4	$426.80
Consulting	Consulting	$279.00	3.00%	$270.63	2.00%	0	$0.00
Touchpanel & Graphic Design	Touchpanel & Graphic Design	$110.00	3.00%	$106.70	2.00%	2	$213.40
Project Management	Project Management	$177.00	3.00%	$171.69	2.00%	38	$6,524.22
Travel (Install Labor)	Travel from nearest Conference Technologies Inc. office location to site destination	$98.00	3.00%	$95.06	2.00%	31	$2,946.86
Field Programming & Commissioning	Field Programming & Commissioning	$177.00	3.00%	$171.69	2.00%	40	$6,867.60
DSP Programming	DSP Programming	$177.00	3.00%	$171.69	2.00%	25	$4,292.25
IT Services	IT Services	$279.00	3.00%	$270.63	2.00%	0	$0.00
Corp Mock Up/Rack Build	Corp Mock Up/Rack Build	$110.00	3.00%	$106.70	2.00%	5	$533.50
Rack Certification/Base Code	Rack Certification/Base Code	$177.00	3.00%	$171.69	2.00%	15	$2,575.35
Rack Build/Mock Up	Service Technician (2 hour minimum) Does not include travel costs. Travel costs are from nearest Conference Technologies Inc. office location to site destination, billed per hour.	$125.00	3.00%	$121.25	2.00%	0	$0.00
Training On-Site (Provide number of individuals that can be trained on-site per class)	Training Groups of 2 -20. (More can be included depending on enviorment) Does not include travel costs. Travel costs are from nearest Conference Technologies Inc. office location to site destination, billed per hour.	$177.00	3.00%	$171.69	2.00%	5	$858.45
Air Travel	Round trip travel from nearest Conference Technologies Inc. office location to site destination by Air	$600.00	10.00%	$540.00	2.00%	0	$0.00
Food and Lodging	Travel cost per day basis. Price is not to exceed	$200.00	10.00%	$180.00	2.00%	0	$0.00
Service Technician	Service Technician (2 hour minimum) Does not include travel costs. Travel costs are from nearest Conference Technologies Inc. office location to site destination, billed per hour.	$143.00	3.00%	$138.71	2.00%	0	$0.00
Training On-Line Tutorial	Remote Training Via Remote Source /Voice and or Video Conferencing	$206.00	3.00%	$199.82	2.00%	0	$0.00
Individual (Vendor site)	Training Does not include travel costs. Travel costs are from nearest Conference Technologies Inc. office location to site destination, billed per hour.	$206.00	3.00%	$199.82	2.00%	0	$0.00
Job Related Costs	Additional Job Related Costs	$0.00	0.00%	$0.00	0.00%	0	$0.00
CTI Imaterials	Misc. Installation Materials	$6,025.76	0.00%	$6,025.76	0.00%	0	$6,025.76
CTI Complete	System Warranty	$6,396.58	0.00%	$6,396.58	0.00%	0	$6,396.58
					Implementation of Services:		
						Labor Total:	**$70,219.79**

Price Summary

Description	Price
Equipment	$68,069.87
Implementation Services	$70,219.79
Freight	$3,865.75
Tax	$0.00
Grand Total	**$142,155.41**

Bonding (If Required)	$0.00
Grand Total With Bonding	$0.00

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: County Office Building and Clerk's Building Lobby/Entrance Digital Signage from AdGators

Prepared by: Luke Prisco

Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

Facilities and IT Committee

Fiscal impact:

The cost of this project will be $22,437.00 from the Phase II County Office Building Construction FF&E Budget.

Background and Discussion:

Over the last year, Facilities has worked with Circuit Clerk to install twenty monitors that utilize the Ad Gator software at the Courthouse. The software displays courtroom schedules as well as daily agendas/documents. After reviewing the program, Facilities recommends using this same program over at the County Office and Clerk buildings. Ad Gator's software will give the various Department Heads and Elected Officials a user-friendly way to post all agendas and public documents. The scope of work includes three TVs in the Clerk Lobby, one TV in the Clerk Building vestibule, one TV in the County Office Building vestibule, one TV in the Board Room lobby, and one TV in the Treasurer/Assessor lobby. Displaying agendas on the TVs through the AdGator program will provide compliance with the open meetings act and make obsolete the existing outdoor monitors that have historically been problematic.

Staff Recommendation:

Review and Approve.

Attachments:

KC Facilities Committee AdGators Contract -COB_CB 12-01-2025



Visitor Signage Solutions

Submitted by

adgators

Contact:
Coleen Hammond
Sales & Business Development
Toll Free: 866-610-5554 ext. 2
Direct: 217-899-8285
Email: chammond@adgators.com

AdGators
Springfield, IL 62711



What we do

Helping courts and justice centers automate their visitor experience.

Our Visitor Signage solutions encompass a diverse array of features designed to effectively guide and inform your visitors. Likewise, our Visitor Check-In solutions integrate various features aimed at enhancing the operational efficiency of the court.



November 24, 2025

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

Subject: AdGators Digital Signage Solution Proposal

Dear Dan,

Thank you for considering AdGators as your digital signage solution partner. With our extensive experience in designing customized digital signage solutions, we are excited to present this proposal, which aims to enhance your court efficiency and improve your visitor experience.

Our feature rich solutions are designed to streamline court operations, minimize staff disruptions, and provide clear, real-time information to visitors. Enclosed, you will find a detailed proposal outlining the key benefits and features tailored to meet your court's specific needs and objectives.

Key Benefits of Our Solution:

1. Seamless Integration of Case Management Software (CMS): Our system is compatible with more than 20 CMS providers, offering docket information in an easily accessible format. Visitors can easily find their names, court times, courtroom numbers, and directions via text or interactive maps.

2. Customizable Display Configurations: We collaborate with your team to design and configure displays that meet your specific requirements, whether for individual courtrooms, common areas, or wayfinding.

3. Efficient Display Management: Courts can manage display content and case data in real-time, with features like dynamic case updates, load balancing, sorting options, and scheduled content transitions.

4. Enhanced Visitor Information & Navigation: Our wayfinding and directional mapping reduces the need for staff assistance by providing clear visitor information and directional guidance.

Founded in 2011, AdGators is a trusted leader in delivering cost-effective, innovative solutions to Local Government Courts, Probation Departments, and Justice Centers. With a proven track record serving more than 100 courts across 16 states, our advanced technologies help modernize traditional court and probation processes, transforming them into efficient, visitor-focused digital experiences.

We would welcome the opportunity to support your court in enhancing operational efficiency and improving the visitor experience. Please don't hesitate to contact us to discuss how we can help.

Sincerely,

Josh Budd
AdGators

Table of Contents

- **Executive Summary and Benefits of AdGators Solutions**
- **Signage Overview**
- **Digital Docket Display Central Management Tool**
- **Technical and Hardware Requirements**
- **Implementation Requirements**
- **Financial Requirements**
- **Pricing**
- **Acceptance**



EXECUTIVE SUMMARY AND BENEFITS OF ADGATORS SOLUTIONS

AdGators is an Illinois based full-service digital signage company, dedicated to providing superior customer service and flexible industry-leading technology. AdGators provides tools to Courts and Justice Centers of all sizes to design innovative enterprise-wide digital signage, automated check-in, and kiosk solutions to increase efficiencies and guide the public to their appropriate destination.

AdGators serves courts in 15 states within the United States for their digital signage wayfinding needs.

Screenseed™ Cloud: Optimizing Court Efficiency with Digital Signage

Screenseed™ Cloud, our advanced content management software, is specifically designed to meet the unique needs of courts and justice centers. Built for efficiency, our platform seamlessly displays case data and enhances the visitor experience from the moment they enter the courthouse. By leveraging both interactive and non-interactive technology, Screenseed™ replaces traditional paper dockets with automated schedules and easily updatable digital signage displayed across commercial screens throughout your courthouse.

At AdGators, we take a comprehensive approach to implementation, handling solution configuration, managing hardware shipments, and supporting deployment from start to finish.

Key Benefits of AdGators Solutions:

1. Self-Service Accessibility – Enables visitors to find case information independently, reducing reliance on court personnel.

2. Operational Efficiency – Eliminates paper-based processes and manual updates, streamlining courthouse operations.
.
3. Proven Reliability – A trusted partner with a strong track record of successful court implementations and ongoing support.

4. End-to-End Management – Handles everything from hardware procurement and system setup to content design and deployment.

5. Custom User-Friendly Design – Custom designed for you based on your input

AdGators is committed to delivering cutting-edge digital signage solutions that improve efficiency, reduce administrative burden, and enhance the visitor experience in courts of all sizes.

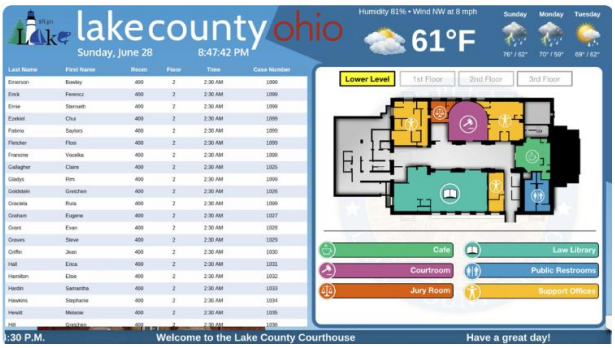
COURTS RUN BETTER WITH US.

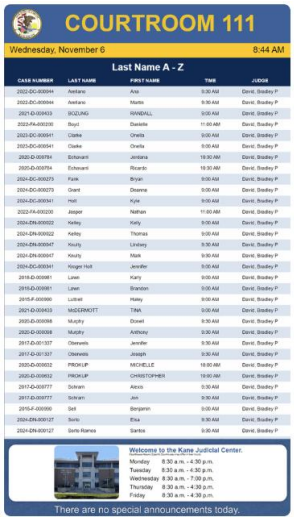
adgators

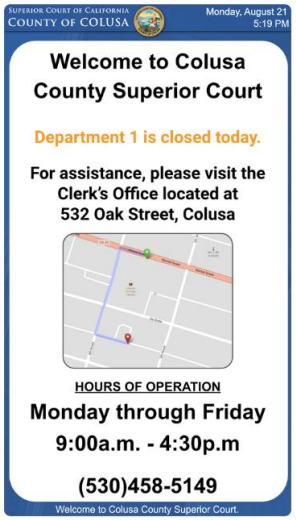
866.610.5554

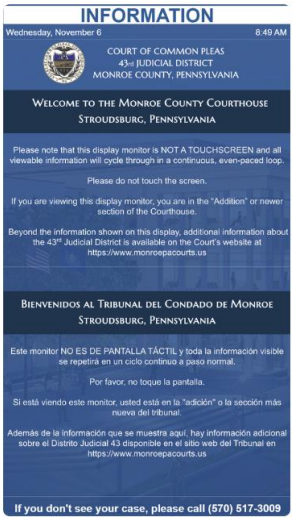
Explore our Design Gallery to see how AdGators transforms court environments

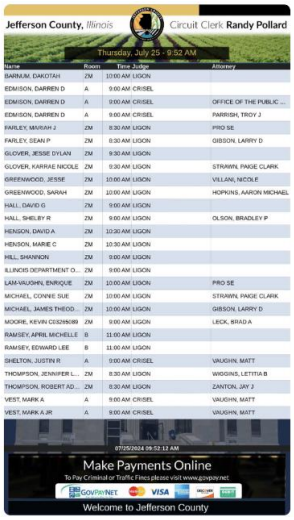


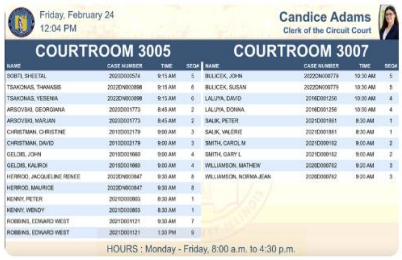




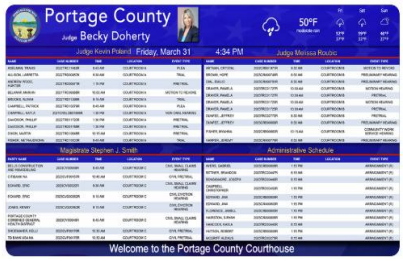




















Digital Docket Display Central Management Tool

AdGators' DocketVision and Screenseed, both web-based content management platforms, are equipped with an array of features tailored to meet the needs of our court clients. This user-friendly interface empowers court staff to efficiently control and generate content or messages, upload images, edit, delete, or modify case information, and instantly disseminate notifications to one or all displays across multiple court locations.

Our centralized administration tool enables the court to establish user accounts and allocate roles (Administrators, Regular Users, and Viewers) with specific permissions to execute designated functions. Upon logging in, the initial page provides court staff with a comprehensive dashboard and overview of all displays across both court locations, including real-time updates on heartbeat status and case data—records imported and assigned for the specific day within each court location.

AdGators Digital Signage Solution – Key Features

✓ **Seamless CMS Integration** – Connects effortlessly with various Case Management Systems (CMS) for real-time docket display.

✓ **Customizable Display Options** – Configurable layouts to showcase case details, visitor information, wayfinding, and announcements.

✓ **Display Multiple Dockets or Courtrooms on a Single Display** – Easily view multiple court schedules on a single screen.

✓ **A Customized Banner with Court-Specific Graphics** – Options include your County, City, or Court seal combined with pictures of key officials, weather, time, and date.

✓ **Optional Bottom Footer & Scrolling Text Area for Messages** – Create custom notifications and announcements.

✓ **Real-Time Updates & Management** – Instantly update displays to reflect schedule changes and important alerts.

✓ **User-Friendly Control Panel** – Allows court staff to manage displays, swap courtroom assignments, and sort case data easily.

✓ **Automated Scheduling & Content Management** – Eliminates manual updates by pulling data directly from the CMS.

✓ **Docket Displays and Informational Displays** – Supports full docket displays, dockets displays combined with information, or informational displays by themselves.

✓ **Multi-Screen Synchronization** – Ensures consistent information display across multiple courthouse screens.



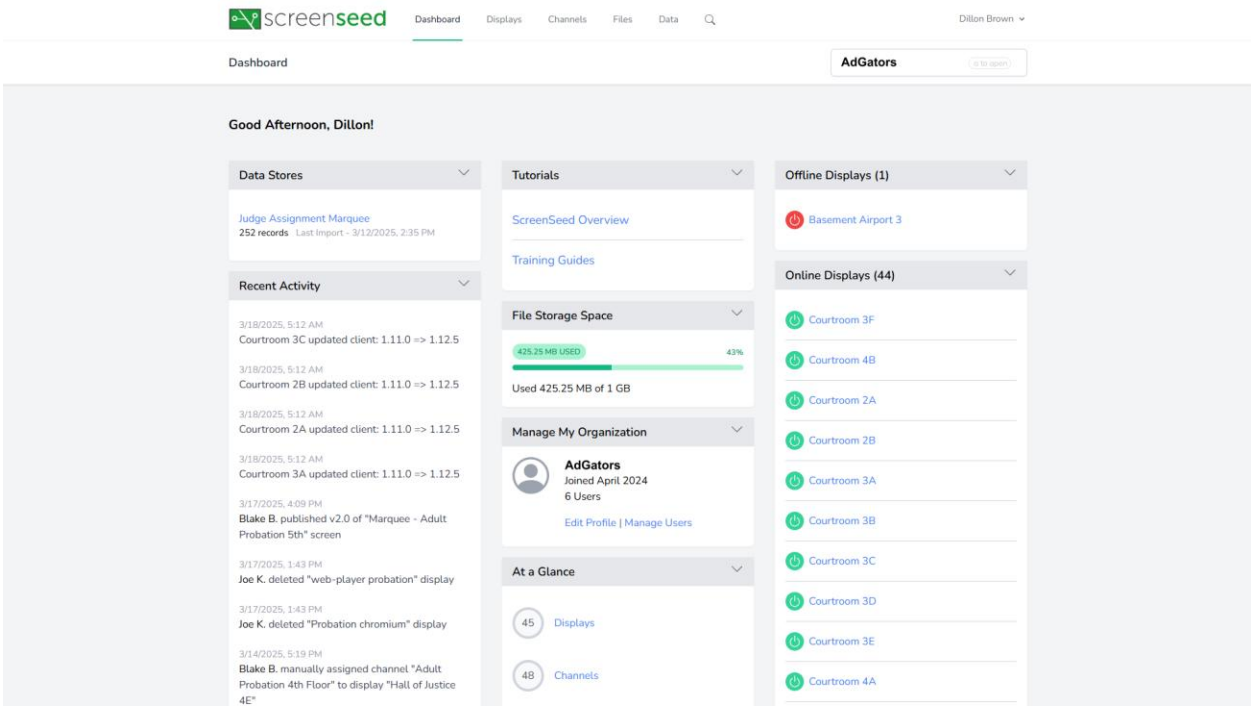
✓ **Monitor Display Status to Ensure Uptime** – Track each display's status to ensure it remains online and active.

✓ **Accessibility & Compliance** – Designed to meet ADA standards for improved accessibility.

✓ **Durable & Scalable Solutions** – Engineered for high-traffic environments with the flexibility to expand as needed.

✓ **Comprehensive Support & Maintenance** – Ongoing technical support and updates for long-term reliability.

AdGators provides **court-specific digital signage solutions** that enhance efficiency, improves your visitor experience, and streamline court operations.



TECHNICAL AND HARDWARE REQUIREMENTS

Data File Requirements & Integration Methods

AdGators seamlessly integrates with various Case Management Software (CMS) data file extracts to ensure an efficient and accurate display of court calendar information. As your court's data resides within its existing software or database, it is the court's responsibility to provide an acceptable data file to meet solution requirements.

Before implementation, we will collaborate with your team to determine the best extraction strategy and request a sample file containing the data fields you wish to display on digital signage or kiosks.

Integration Methods

AdGators offers multiple integration options to accommodate different court system requirements:

- **Direct API Integration (Recommended):** Secure, real-time data transfer via web services (docs.docketvision.com/api).
- **Automated or Manual FTP/SFTP Transfer:** A commonly used method for securely sending data files to our servers.
- **Remote File Access:** AdGators can retrieve files from a designated server directory or web service endpoint.
- **Manual File Import:** Courts can manually upload CSV files directly into the DocketVision platform.

Supported File Types

We support a variety of data file formats, including:

- **Recommended:** CSV (Comma-Separated Values)
- **Other Accepted Formats:** XML, TAB, PIPE, TEXT, Flat File

Our expertise lies in working with multiple CMS providers to display data in a format that best suits your needs.

Signage Media Players

To explore our full lineup of media players, visit: AdGators Media Players

- **Wired & Wireless Support:** Screenseed OS (64-bit Linux Kernel)

By leveraging this structured approach, we ensure a seamless integration process, enabling your court to efficiently display case data while reducing manual workload.

Mounting the hardware

We source product hardware based on the scope of each project. We have many vendors offering various enclosure and mounting options. AdGators will work with the court regarding the hardware mounting options that best fit each location.

Our software provides a solution for both interactive and non-interactive displays. AdGators traditionally purchases LG Commercial Displays. We can also repurpose the Courts existing displays provided a compatible HDMI connection exists.

LG
Life's Good

Wall, ceiling, or floor mounts are all available from our primary source Peerless. Mounts support display sizes from 24” to 80” with custom mounts for additional sizes. Visit peerless-av.com to see product options.

Hardware Warranty

AdGators understand the importance of warranty and that electronic hardware can be subject to multiple points of failure. The hardware and equipment quoted within this response provide a manufacturer warranty period.

- The Commercial displays provide a 3-year manufacturer warranty.
- The custom-built Screenseed media players provide a 3-year manufacturer warranty.

AdGators will continue to act as your single source of support throughout an unexpected hardware failure. Should a failure occur, that cannot be resolved remotely, the warranty will be utilized. Should the hardware warranty expire, AdGators will work towards providing a hardware solution that will resolve the issue which may require the purchase of new hardware.

Josh Budd will serve as the primary contact handling all aspects of warranty replacement and shipment to said location.

Warranty does not cover electrical or power surge that damages components of the media player.

- Warranty Contact:
  AdGators Support
  Email: support@adgators.com

IMPLEMENTATION REQUIREMENTS

Setup, configuration, and operations with knowledge transfer

AdGators is committed to offering setup and implementation support for your project. Since our establishment, we have prioritized delivering maximum value to our courts by enhancing their technological capabilities. We welcome innovation and ideas to continually improve our product. Our team will engage with all stakeholders involved and provide the necessary expertise regarding our industry-leading solutions.

We offer two options for successful implementations: customer installation or 3rd party. In either case, our team will collaborate with the Court to coordinate the delivery of hardware and equipment before the installation date, ensuring the smooth setup of your digital signage network.

- **Remote installation – over 95% of our customers install the hardware**
  AdGators has successfully implemented most of our clients remotely, preparing and configuring the Media Players before shipment. The court has the responsibility to install the hardware.

- **Onsite Installation –** Should the Court not perform the hardware installation, AdGators has partnerships with several of the largest audio-visual installation companies in the Court space. We can provide the Court with their contact information for onsite installation services and will help manage their process during the implementation.

Connection Requirements

AdGators' platform is a cloud-based solution. This allows us to be cost-effective, offer resilience, and be reliable. Segregating the media players on a separate VLAN with outbound internet access is generally the best approach. Should firewall rules need to be added, we have a knowledge base that will provide the details to your network administrators.

The following are the required services to operate successfully.

- Remote assistance access over port 80 and Port 443 to support installation and ongoing support. Outgoing firewall adjustments to allow access to AdGators services
- Routine maintenance communication over UDP port 5938
- Access and support of case data transfers from customer or CMS vendor's environment

Training

AdGators team of experienced professionals will support the Court and its employees. We offer training sessions for your entire staff and are available for ongoing support and additional training once your solution is implemented.
Business Hours: Monday through Friday 8:00 AM – 6:00 PM CST

Financial Requirements

Payment Terms:
Once the Court agrees to engage with AdGators, a purchase order must be submitted for the required equipment and services. Upon receipt of the purchase order, AdGators will proceed with ordering the equipment. Payment terms are as follows:

- 50% of the total invoice is due upon order placement.
- The remaining 50% balance is due at service implementation.
- Invoice terms: NET 10 AdGators will provide an itemized invoice

Pricing & Quotation Validity:

- Pricing is based on prior email communications and excludes applicable taxes.
- On-site implementation or support costs are not included unless requested by the Court.
- The pricing quotation remains valid for 45 days from the stated date.



Scope & Additional Costs:

- The Project Features are detailed in Attachment A.
- If the project scope exceeds the listed items, additional costs will apply and require prior written approval from the Court.
- Any hourly-billed items will have cost impacts outlined in advance and will also require written approval before work begins.

Purchase Flexibility:

- The Court may choose to purchase one or all of the items in the pricing quotation.
- The Court is not obligated to purchase the exact equipment specified but must coordinate with AdGators if requirements change.
- Any modifications require a Court-issued purchase order reflecting the agreed-upon equipment specifications.

Final Pricing & Acceptance:

AdGators' final pricing quotation will include an Acceptance section for signature.

As a single-source vendor, AdGators offers a complete solution, including all hardware, annual licensing, and support for Visitor Signage and/or Visitor Check-In solutions.

Pricing

Annual Software Licensing and Support

QTY	Unit Price	Description	Extended
1	$2,100.00	Annual Software License & Support Services	$2,100.00
		This cost will be incorporated into the existing Annual Software License and Support agreement already in place with the Kendall County Circuit Clerk. Any additional units may be added at a rate of $300.00 each, and those costs will also be prorated and aligned with the current license and support schedule	

Set Up and Software Implementation

QTY	Unit Price	Description	Extended
1	$2,200.00	One-Time Set-Up Fee	$2,200.00

Bill of Materials & Tax

QTY	Unit Price	Description	Extended
7	$825.00	Wired Media Player - 3 Year Warranty	$5,775.00
7	$20.00	HDMI Cable	$140.00
1	$1,099.00	50” LG Commercial Display - 3 Year Warranty WHD 44.1” x 25.6” x 2.2” Location: COB Treasurer Lobby Wall Portrait	$1,099.00
1	$1040.00	43” LG Commercial Display Anti-Glare 500 NITS - 3 Year Warranty WHD 37.9 x 22.4 x 1.6 Location: Clerk Bldg; Vestibule Lobby Portrait	$1,040.00
3	1,277.00	55” LG Commercial Display - 3 Year Warranty WHD 48.6 x 28.1 x 2.6 Location: Clerk Bldg; Main Lobby Portrait	$3,831.00
2	$1,461.00	65” LG Commercial Display - 3 Year Warranty WHD 57.2 x 33 x 2.3 Location(s): County Office Bldg; (1) Board Room Lobby/Landscape, (1) Vestibule/Landscape	$2,922.00
7	$290.00	Peerless Smartmount Pull-Out Pivot Wall Mount w/ Tilt Location: Clerk Bldg; Vestibule Lobby(43” Portrait Display); Main Lobby(55” Portrait); COB Treasurer Lobby Window(50”Portrait) Board Room Lobby(65” Landscape) Vestibule(65” Landscape)	$2,030.00
		OPTIONAL HARDWARE	
0	$385.00	Wired Mini Media Player - 3 Year Warranty *this option is only available if no video files are needed/played	$0.00
0	$174.00	Peerless AV-ST660 Univ. Tilt Wall Mount 39-80”	$0.00
		HARDWARE TOTAL:	$16,837.00



Subtotal Annual Software Licensing & Support		**$2,400.00**
Subtotal Set Up and Software Implementation		**$2,200.00**
Subtotal Bill of Materials		**$16,837.00**
Subtotal Shipping		**$1,000.00**
Sales Tax Exemption Certificate Requested		**TBD**
Total Base Price		**$22,437.00**

Quotation Acceptance & Terms

This quotation is contingent upon **Kendall County's** acceptance of the outlined **setup/implementation, hardware, shipping, applicable taxes, and annual licensing support services**.

As an **AdGators client**, you agree to:

- Assist in standard setup tasks as detailed in the requirements.
- Allow necessary ongoing maintenance to ensure reliable service.

Annual Software & Licensing Support is billed on a yearly basis and will automatically renew unless canceled in writing by either party.

Payment Terms:

- **50% of the total invoice** is due **NET 10** upon receipt of the Purchase Order.
- **50% balance** is due upon service implementation.

To accept this quotation, please provide:

✅ A **Purchase Order**
✅ A **signed acceptance** of this quotation

Send the completed documents via **email scan** to **chammond@adgators.com**.



Customer

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Adgators.com LLC

By: Joshua Budd _____

Name: Josh Budd

Title: Chief Executive Officer

Date: 11/24/2025

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Sump Pump replacement contract for the Courthouse with Cannonball Mechanical

Prepared by: Luke Prisco

Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

Facilities and IT Committee

Fiscal impact:

The cost of replacing (3) dual sump pumps for the Courthouse will be $155,000 plus a 10% contingency for a total of $170,500 through Cannonball Mechanical. 2026 Capital has a budget in place of $200,000 for the replacement of these three sump pumps.

Background and Discussion:

1. Background:

   The Courthouse has seven sump pumps in the basement. All seven are approaching the end of their life, but three are older than most or having issues at the moment. One is 16 years old and the other two are 27 years old. We also requested the sump pumps to be replaced with Weil Pumps as they are known for being high quality and having parts readily available.

2. Bid Process/Recommendation

   The Kendall County Courthouse Sump Pump ITB was put out to Bid on October 9, 2025. Over 20 Trade Contractors were notified and sent invitations, and of those contacted, 1 contractor was responsive and attended our mandatory Pre-Bid walkthrough on October 16, 2025. Due to the low responsiveness Facilities Management set up a second bid walkthrough on October 22, 2025. An additional 20 contractors were notified and invited. At the second walkthrough we had 1 additional contractor attend. Ultimately, at the bid opening date of October 30th, 2025, we received 2 Bids. The bids were opened and were read aloud and recorded as illustrated in the attached official Bid Recommendation document. The lowest responsive and responsible bidder was Cannonball Mechanical.

Facilities Management has conducted a project scope review with Cannonball Mechanical to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed the project scope review sheets in full. Facilities Management also reviewed their qualification statement and references and are satisfied that they meet our recommended standards. As such, it is our recommendation that Cannonball Mechanical be awarded the Courthouse Sump Pump contract for $155,000 plus a 10% contingency for a total of $170,500.

Staff Recommendation:

Review and Approve.

Attachments:

SumpPumpAgreement2025

Kendall County Agreement with Cannonball Mechanical

December 1, 2025

This agreement is entered into the day and year first set forth below between Kendall County, Illinois (hereinafter referred to as "Kendall County"), with its principal place of business at 504 South Main Street, Yorkville, Illinois, 60560 and Cannonball Plumbing (hereinafter referred to as "Contractor" "Bidder" or "Vendor"), with its principal place of business at 195 W. Ashland Avenue Aurora, IL 60506. In consideration of the mutual covenants hereinafter set forth, and other good and valuable considerations, the parties agree to as follows:

1. These Terms and Conditions, along with the KC-Courthouse Sump Pump ITB, hereafter referenced as Exhibit A, the Bidding Documents, and the Bidder's Bid, hereafter referenced as Exhibit B, 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 Exhibit A, the remaining portions of the Bidding Documents, and Exhibit B.

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.

3. Pursuant to, and as set forth in this Agreement, Bidder will provide the County the services as laid out in Exhibit A's scope of work.

   (Hereinafter referred to collectively as "the Scope of Work" or "the Project").

4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the County agrees to pay Bidder as follows:

   All 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. Bidder, 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 Bidder. The County will not pay for verbal change orders. Bidder 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, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner as the original contract. *See* 50 ILCS 525/5. Bidder 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. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder 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 Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.

7. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the County's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assignees unless Bidder has completed a criminal to the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the County's properties and/or facilities absent prior written consent from the County. The County, at any time, for any reason and in the County's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the County have a complaint regarding the performance of the services or the behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the County request a change in the manner in which

services are being performed pursuant to this Agreement, the County shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly resolve the problem to the County's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the County's satisfaction shall be considered a material breach of the Agreement.

8. Bidder 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 Bidder 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 Bidder 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 Bidder'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.

9. Bidder will obtain and continue in force, 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 Bidder 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 Bidder's profession, with limit no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

c. If Bidder 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 Bidder. 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 Bidder 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 Bidder'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 Bidder'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 Bidder's insurance and shall not contribute with it.

e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder 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 Bidder 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 Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.

h. Bidder 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 Bidder'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: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder 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.

10. 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.

11. 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.

12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Bidder 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.

13. Bidder 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.

14. When applicable, Bidder 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.*

15. Bidder, 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, Bidder and Bidder'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.

16. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder 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.

17. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

18. 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.

19. 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 Bidder. 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 Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

20. 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, Dan Polvere Cell: 630-636-8999 or dpolvere@kendallcountyil.gov 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 Bidder, to: 195 W. Ashland Avenue Aurora, IL 60506

21. Bidder certifies that Bidder, 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). Bidder further certifies by signing the Agreement, the Bidder, 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, Bidder affirms that Bidder 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 Bidder's company been so convicted nor made such an admission.

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

23. 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.

24. Bidder shall be responsible for the protection of all work including, but not limited to, all work performed by Bidder, Bidder's employees, subcontractors and agents until its completion and final acceptance by the County, and shall at Bidder's own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under Bidder's direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the County.

25. Kotecki Waiver: Bidder (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the County and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

26. 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 Bidder 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 Bidder and/or any of the Bidder'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 Bidder and/or any of the Bidder'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 Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

27. Bidder 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.*

28. The County and/or Bidder'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.

29. Bidder 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.

30. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Illinois Workers Act"), Bidder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Bidder understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month 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", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and

intends to become or remain an Illinois resident." *See* 30 ILCS 570/1. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

31. 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.

32. 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.

33. The County and the Bidder 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, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.

34. Kendall County is exempt from excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status. No submitted bids can include any amounts of money for these taxes.

35. The Kendall County and Contractor 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.

36. All loss or damage caused by the Vendor including, but not limited to any damage caused to Vendor's equipment during the performance of the work or otherwise shall be repaired at Vendor's expense. Any damage caused by Vendor to the County's parking lots, curbs, islands, sidewalks, buildings, and/or other County property may be repaired by the County, in its sole discretion, and either deducted from the payment owed to the Vendor or will be billed to Vendor.

37. Vendor acknowledges that the Exhibit A and Exhibit B acts as an extension of this agreement and Vendor is required to accept all Terms and Conditions referenced to in the aforementioned document not directly specified in this agreement.

38. The Kendall County and Vendor 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.

_____ Date:_____

Kendall County Representative

_____ Date:_____

Contractor Representative

Exhibit A – KC Courthouse Sump Pump ITB 2025

Kendall County, Illinois
Facilities Management Department

804 W. John Street
Suite B. Yorkville, IL 60560

(630) 553-4102

Invitation to Bid

Courthouse Sump Pump ITB

October 9th 2025

Table of Contents

Section 1 Introduction ……Page 3 - 6

Section 2 Submittal of Bids……Page 7

Section 3 Instructions to Bidders……..……..Page 8 - 11

Section 4 Terms & Conditions……..Page 12 – 20

Exhibit A: Bid Submission Cover Sheet……..Page 21

Exhibit B: Bid Form……Page 22 - 24

Bidder's Professional References……..Page 25

SECTION 1: INTRODUCTION

Kendall County is seeking a contractor to replace three (3) sump pumps for its Courthouse located in Yorkville, Illinois. The project is overseen by Kendall County Facilities Management (KCFM).

Minority business firms are encouraged to submit Bids on the Project, and Bidders 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 Bids for the Project.

The Bidding Documents incorporate by reference herein all requirements of the Kendall County Procurement Ordinance, as amended. In the event of any conflict between the Bidding Documents and the Kendall County Procurement Ordinance, the terms of the Kendall County Procurement Ordinance, as amended, shall control.

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 Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

"Bid" means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

"Bidder" means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

"Bidding Documents" means this ITB, and all exhibits, all Addenda, the project manual and the drawings of the Project, which shall hereinafter be referred to collectively as "Bidding Documents".

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

"ITB" means this Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

"Project" means the Scope of Work described in the Bidding Documents.

"Project site" means the location where the Project will be performed, which is the following location: 807 W John Street Yorkville, Illinois 60560.

"Procurement Ordinance" refers to the Kendall County Procurement Ordinance, as amended from time to time.

B. SCOPE OF WORK:

The County, by and through its Facilities Management Department, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents: The Scope of Work is outlined in Exhibit C: KC – Courthouse Sump Pump Scope and Exhibit D: KC – Courthouse Sump Pump Drawing.

C. BASE BIDS:

Bids will be a single contract, stipulated sum.

The specifications described herein are what the County determined are necessary to meet the performance requirements of the County. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The bid 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.

Unit prices shall be shown for each item as applicable and for which vendor is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initialed in ink by the party signing the Bid.

D. IMPORTANT DATES:

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

DATE	EVENT
October 9th	Bidding Documents available on the ITB/RFQ page located on the County's website at KendallCountyIL.gov.
October 16th	Pre-Bid Meeting is mandatory for all bidders and will take place at 2:00 p.m. at 807 West John Street Yorkville, IL
October 21st	Questions due to Dan Polvere and Luke Prisco at kcfm@kendallcountyil.gov **no later than 4:30 p.m. (CST)**
October 24th	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST)
October 30th	Sealed Bids due no later than 2:00 p.m. (CST).
October 30th	Bid opening conducted at 2:00 p.m. (CST) at 804 W John Street Yorkville, Illinois 60560.

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

The ITB will be available after October 9th, 2025 on the ITB/RFQ page located on the County's website at KendallCountyIL.gov.

F. PRE – BID MEETING

A pre-Bid meeting will be held at 807 W John Street Yorkville, IL 60560. Prospective Bidders should meet at the Courthouse Main Entrance directly behind security check-in. **Please do not bring any tools outside of what is needed to gather information for bidding.** The pre-Bid meeting will begin promptly at 2:00 p.m. on October 16th 2025. All Prospective Bidders are required to attend.

G. ADDENDUM:

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by the County prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only Facilities Management Director Dan Polvere has the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted on the ITB/RFQ page located on the County's website at KendallCountyIL.gov.

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

H. QUESTIONS

Should a Bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to the County. All questions should be sent to:

Kendall County Facilities Management Department
E-mail address: kcfm@kendallcountyil.gov

Questions must be received by the County at the above-referenced email address no later than **4:30pm (CST) on October 21st 2025.**

Questions received in a timely manner will be answered at the discretion of the County. Any answers provided by the County will be given by means of an addendum published on the ITB/RFQ page located on the County's website at KendallCountyIL.gov and sent to all Bidders.

SECTION 2: SUBMITTAL OF BIDS

A. SUBMITTAL OF SEALED BIDS:

All Bidders must submit one (1) original and one (1) copy of their Bid in a sealed package plainly marked in the lower left-hand corner "Bid for Sump Pump ITB" If a Bid is submitted by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Failure to submit a Bid in a properly marked, sealed package may eliminate the Bid from consideration.

The sealed Bid must be addressed and delivered to:

Kendall County: Facilities Management
Attention: Dan Polvere
Address: 804 W John Street Yorkville, IL 60560

Sealed Bids must be received by Kendall County no later than October 30th 2025 (hereinafter referred to as the "Due Date"). Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bid. Bids received after the Due Date will not be considered and shall be marked "Late" and returned to the Bidder unopened.

B. MODIFICATION OR WITHDRAWAL OF BIDS:

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

C. OPENING OF SEALED BIDS:

The sealed Bids timely received by the County shall be opened and publicly read on **October 30th 2025 at 807 W John Street, Yorkville, Illinois 60560.** Each sealed Bid received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate County official. Bidder attendance is NOT required at the opening of sealed Bids.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. WHAT INFORMATION MUST BE INCLUDED IN THE BIDS:

All Bids must comply with the following requirements:

1. The Bidder must complete and include all of the following documents with their Bid:
    - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the ITB as Exhibit A)
    - Bid Surety as required in the Bidding Documents.
    - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit B)
    - Completed Fees and Reimbursements forms as Exhibit C
    - All other requirements included in the Bidding Documents

2. All sealed Bids must be comprehensive and complete for the services requested in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding 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 Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to the County shall not relieve Bidder 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.*) when applicable. The County shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation affects the stipulated sum Bid by a Bidder.

4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between the County and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.

5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.

6. All information requested on Bid 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 Bidder in preparing and submitting Bids.

8. The Bidder must sign their Bid in their business or corporation's name and must bear the original long-hand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.

9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.

10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.

12. The Bidder acknowledges that all materials submitted with the Bid become the property of the County and, as such, may be available to the public pursuant to applicable law.

13. The Bidder is expected to comply with the true intent of this ITB and the Bidding 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 Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB and Bidding Documents. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the Bid together.

B. MODIFICATION OR INTERPRETATION OF BIDDING DOCUMENTS:

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

The Bidder shall carefully study the Bidding 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 Bidding Documents.

C. BID SURETY:

All bidders are required to submit a bid surety with their Bid in the form of a check or bid bond in the amount of 10% of the total Bid. The Bidder shall pay all premiums and costs associated with this Bid surety.

D. AWARD OF BIDS:

It is the intent of the County to award the Bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. The County reserves the right to issue its award on a per item basis or total low bid overall. 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 bid confers no rights on the bidder to selection or to a subsequent contract. This ITB 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 Bid, Bidder acknowledges the County's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submittal of sealed bids, unless, upon the County's request, the Bidder agrees in writing to an extension.
The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

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

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

E. EXECUTION OF CONTRACTS:

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

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

F. PREVAILING WAGE NOTICE:

This project calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. The successful Bidder will be required to ensure that all of its contractors and subcontractors rendering services under the contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

SECTION 4: TERMS AND CONDITIONS

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

By submitting a Bid, Bidders represent that:

2. Bidder has read and understands the Bidding Documents;
3. Bidder understands how the Project relates to other renovations being completed by the County at the Project site, which may be concurrently bid, or presently under construction at the Project site;
4. The Bid complies with the Bidding Documents;
5. Bidder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Bidder's observations with the requirements of the Bidding Documents and the Bidder's Bid; and
6. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, as may be amended by written addendum, without exception.

By submitting a Bid, Bidders 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 Bidder:

39. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, 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 ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.

40. Pursuant to, and as set forth in this Agreement, Bidder will provide the County the services as laid out in "Section B: Scope of Work."

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").

41. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the County agrees to pay Bidder as follows:

    All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.)*.

42. 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. Bidder, 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 Bidder. The County will not pay for verbal change orders. Bidder 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, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner as the original contract. *See* 50 ILCS 525/5. Bidder 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.

43. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder 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 Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.

44. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the County's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the County's properties and/or facilities absent prior written consent from the County and Kendall County Sheriff. The County, at any time, for any reason and in the County's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the County have a complaint regarding the performance of the services or the behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services

under this Agreement, or should the County request a change in the manner in which services are being performed pursuant to this Agreement, the County shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly resolve the problem to the County's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the County's satisfaction shall be considered a material breach of the Agreement.

45. Bidder 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 Bidder 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 Bidder 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 Bidder'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.

46. Bidder will obtain and continue in force, 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 Bidder 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 Bidder's profession, with limit no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

c. If Bidder 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 Bidder. 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 Bidder 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 Bidder'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 Bidder'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 Bidder's insurance and shall not contribute with it.

e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder 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 Bidder 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 Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.

h. Bidder 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 Bidder'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: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder 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.

47. 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.

48. 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.

49. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Bidder 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.

50. Bidder 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.

51. When applicable, Bidder 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.*

52. Bidder, 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, Bidder and Bidder'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.

53. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder 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.

54. Bidder hereby waives any claim of lien against subject premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Bidder shall tender to the County a final waiver of lien for all subcontractors and/or suppliers.

55. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

56. 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.

57. 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 Bidder. 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 Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

58. 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, Dan Polvere Cell: 630-636-8999 or dpolvere@kendallcountyil.gov 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 Bidder, to:

_____

_____

59. Bidder certifies that Bidder, 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). Bidder further certifies by signing the Agreement, the Bidder, 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, Bidder affirms that Bidder 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 Bidder's company been so convicted nor made such an admission.

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

61. 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.

62. Bidder shall be responsible for the protection of all work including, but not limited to, all work performed by Bidder, Bidder's employees, subcontractors and agents until its completion and final acceptance by the County, and shall at Bidder's own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under Bidder's direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the County.

63. Bidder shall notify J.U.L.I.E. for public utility locations and the County for the County's private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Bidder, Bidder's employees, subcontractors and/or agents will have to be replaced and/or repaired by the Bidder at Bidder's expense.

64. Kotecki Waiver: Bidder (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the County and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

65. 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 Bidder agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

4. Is the Bidder and/or any of the Bidder'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.

5. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder'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.

6. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

66. Bidder 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.*

67. The County and/or Bidder'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.

68. Bidder 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.

69. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Illinois Workers Act"), Bidder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Bidder understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month 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", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." *See* 30 ILCS 570/1. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

70. 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.

71. 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.

72. The County and the Bidder 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, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.

73. Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status. No submitted bids can include any amounts of money for these taxes. The Kendall County and Contractor 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.

EXHIBIT A — BID SUBMISSION COVER SHEET

ITB Number & Name _____

Bidder Name (printed): _____

Address: _____ **City, State, Zip:** _____

Bid 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 Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.

_____	_____
Authorized Signature	Date
_____	_____
(Printed Name and Title)	Email Address

EXHIBIT B - Bid Form

BIDDER'S NAME:

_____

KENDALL COUNTY ITB NUMBER: 2-2025
ITB PROJECT NAME: Courthouse Sump Pump ITB 2025

1. COST OF WORK: The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County, Illinois to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work.

FOR THE LUMP SUM OF _____ Dollars ($ _____).

2. COSTS: The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County, Illinois for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. PROFESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. BID BOND: All bidders are required to submit a bid surety with their Bid in the form of a check or bid bond in the amount of 10% of the total Bid. The Bidder shall pay all premiums and costs associated with this Bid surety.

5. 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 BIDDER 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 Bid Form.

This Bid Form and all attachments are respectfully submitted this _____ day of _____, 2025.

Bidder'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 Bid Form)

STATE OF _____)
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 Bid estimates, has not entered into any verbal and/or written agreement with any of the other bidders or their agents for the specific purpose of fixing bid estimates to benefit him/herself or the firm he/she represents.

The undersigned Bidder 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 Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Bidder committed bribery or attempted bribery on behalf of the Bidder and pursuant to the direction or authorization of a responsible official of the Bidder.

The undersigned Bidder 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 _____, 2025.

_____
Notary Public
(seal)

_____

Notary Public

(seal)

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder 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:

_____

_____

Exhibit B - Courthouse Sump Pump Bid - Cannonball Mechanical

EXHIBIT A — BID SUBMISSION COVER SHEET

ITB Number & Name 2-2025 Courthouse Sump Pump

Bidder Name (printed): Cannonball Mechanical Paul L. Buddy Plbg & Htg Inc.

Address: 195 W. Ashland Ave **City, State, Zip:** Aurora, IL 60506

Bid Clarification Contact Person: Chris Buddy **Telephone:** 630-896-4004

Email: cbuddy@buddycannonball.com

State of Incorporation: Illnois **Entity Type:** C Corp

Federal Employer Identification Number (FEIN): 36-2974233

Any individual signing below hereby certifies they are an authorized representative of Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.

Chris Buddy

Authorized Signature

Chris Buddy Vice-President

(Printed Name and Title)

10/29/2025

Date

cbuddy@buddycannonball.com

Email Address

EXHIBIT B - Bid Form

BIDDER'S NAME: Cannonball Mechanical Paul L. Buddy Plbg & Htg Inc.
KENDALL COUNTY ITB NUMBER: 2-2025
ITB PROJECT NAME: Courthouse Sump Pump ITB 2025

1. **COST OF WORK**: The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County, Illinois to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work.

FOR THE LUMP SUM OF One hundred fifty five thousand Dollars ($ 155,000.00).

2. **COSTS**: The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County, Illinois for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. **PROFESSIONAL REFERENCES**: The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. **BID BOND**: All bidders are required to submit a bid surety with their Bid in the form of a check or bid bond in the amount of 10% of the total Bid. The Bidder shall pay all premiums and costs associated with this Bid surety.

5. **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.

CB (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.

CB (Initials)

C. **CERTIFICATION REGARDING BIDDER 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.

CB (Initials)

D. **NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Bid Form.

This Bid Form and all attachments are respectfully submitted this 30th ***day of*** October, ***2025.***

Bidder's Name: Cannonball Mechanical Paul L. Buddy Plbg & Htg Inc.

Mailing Address: 195 W. Ashland Ave Aurora, IL 60506

Telephone Number: 630-896-4004 Facsimile Number: _____

Email Address: cbuddy@buddycannonball.com Website: www.buddycannonball.com

Type of Business Organization: (*Check the box that applies*)

- ☐ Sole Proprietor
- ☒ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Other: _____

Signature of Authorized Representative: Chris Buddy

Printed Name: Chris Buddy Title: Vice-President

Attested by: Paul M. Buddy Title: Vice-President

NON-COLLUSION AFFIDAVIT
(Complete and Submit with Bid Form)

STATE OF Illinois)
COUNTY OF Kane)

Chris Buddy, being duly sworn, says that he/she is Vice-President of Cannonball Mechanical (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 Bid estimates, has not entered into any verbal and/or written agreement with any of the other bidders or their agents for the specific purpose of fixing bid estimates to benefit him/herself or the firm he/she represents.

The undersigned Bidder 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 Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Bidder committed bribery or attempted bribery on behalf of the Bidder and pursuant to the direction or authorization of a responsible official of the Bidder.

The undersigned Bidder 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: Chris Buddy

Title: Vice-President

Signature: Chris Buddy

Subscribed and sworn to me this 30 day of October, 2025.

A Laskowski
Notary Public
(seal)

Notary Public

(seal)

OFFICIAL SEAL
ALLISON ELIZABETH LASKOWSKI
Notary Public, State of Illinois
Commission No. 1017695
My Commission Expires September 22, 2029

Bidder's Professional References

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

Reference #1:

Professional Reference Name: R.C. Wegman

Contact Person's Name: Doug Bohr

Telephone Number: 630-844-3000 Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

Reference #2:

Professional Reference Name: Lite Construction

Contact Person's Name: John Campbell

Telephone Number: 630-896-7220 Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

Reference #3:

Professional Reference Name: City of Aurora

Contact Person's Name: Jim Birchell

Telephone Number: 630-885-2610 Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

EXHIBIT A — BID SUBMISSION COVER SHEET

ITB Number & Name 2-2025 Courthouse Sump Pump

Bidder Name (printed): Cannonball Mechanical Paul L. Buddy Plbg & Htg Inc.

Address: 195 W. Ashland Ave **City, State, Zip:** Aurora, IL 60506

Bid Clarification Contact Person: Chris Buddy **Telephone:** 630-896-4004

Email: cbuddy@buddycannonball.com

State of Incorporation: Illnois **Entity Type:** C Corp

Federal Employer Identification Number (FEIN): 36-2974233

Any individual signing below hereby certifies they are an authorized representative of Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.

Chris Buddy

Authorized Signature

Chris Buddy Vice-President

(Printed Name and Title)

10/29/2025

Date

cbuddy@buddycannonball.com

Email Address

EXHIBIT B - Bid Form

BIDDER'S NAME: Cannonball Mechanical Paul L. Buddy Plbg & Htg Inc.
KENDALL COUNTY ITB NUMBER: 2-2025
ITB PROJECT NAME: Courthouse Sump Pump ITB 2025

1. **COST OF WORK**: The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County, Illinois to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work.

FOR THE LUMP SUM OF One hundred fifty five thousand Dollars ($ 155,000.00).

2. **COSTS**: The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County, Illinois for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. **PROFESSIONAL REFERENCES**: The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. **BID BOND**: All bidders are required to submit a bid surety with their Bid in the form of a check or bid bond in the amount of 10% of the total Bid. The Bidder shall pay all premiums and costs associated with this Bid surety.

5. **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.

CB (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.

CB (Initials)

C. **CERTIFICATION REGARDING BIDDER 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.

CB (Initials)

D. **NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Bid Form.

This Bid Form and all attachments are respectfully submitted this 30th ***day of*** October, ***2025.***

Bidder's Name: Cannonball Mechanical Paul L. Buddy Plbg & Htg Inc.

Mailing Address: 195 W. Ashland Ave Aurora, IL 60506

Telephone Number: 630-896-4004 Facsimile Number: _____

Email Address: cbuddy@buddycannonball.com Website: www.buddycannonball.com

Type of Business Organization: (*Check the box that applies*)

- ☐ Sole Proprietor
- ☒ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Other: _____

Signature of Authorized Representative: Chris Buddy

Printed Name: Chris Buddy Title: Vice-President

Attested by: Paul M. Buddy Title: Vice-President

NON-COLLUSION AFFIDAVIT
(Complete and Submit with Bid Form)

STATE OF Illinois)
COUNTY OF Kane)

Chris Buddy, being duly sworn, says that he/she is Vice-President of Cannonball Mechanical (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 Bid estimates, has not entered into any verbal and/or written agreement with any of the other bidders or their agents for the specific purpose of fixing bid estimates to benefit him/herself or the firm he/she represents.

The undersigned Bidder 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 Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Bidder committed bribery or attempted bribery on behalf of the Bidder and pursuant to the direction or authorization of a responsible official of the Bidder.

The undersigned Bidder 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: Chris Buddy

Title: Vice-President

Signature: Chris Buddy

Subscribed and sworn to me this 30 day of October, 2025.

A Laskowski
Notary Public
(seal)

Notary Public

(seal)

OFFICIAL SEAL
ALLISON ELIZABETH LASKOWSKI
Notary Public, State of Illinois
Commission No. 1017695
My Commission Expires September 22, 2029

Bidder's Professional References

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

Reference #1:

Professional Reference Name: R.C. Wegman

Contact Person's Name: Doug Bohr

Telephone Number: 630-844-3000 Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

Reference #2:

Professional Reference Name: Lite Construction

Contact Person's Name: John Campbell

Telephone Number: 630-896-7220 Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

Reference #3:

Professional Reference Name: City of Aurora

Contact Person's Name: Jim Birchell

Telephone Number: 630-885-2610 Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

_____

Bid Bond

AIA Document A310™ – 2010

Bid Bond No. FED07425

CONTRACTOR:
(Name, legal status and address)

CANNONBALL MECHANICAL PAUL L. BUDDY PLUMBING AND HEATING, INC.

195 West Ashland Avenue
Aurora, IL 60506

SURETY:
(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Kendall County
804 John Street, Suite B
Yorkville, IL 60560

BOND AMOUNT: Ten Percent of the Bid Amount (10.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)

Kendall County Sump Pump Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of October, 2025.

(Witness)	CANNONBALL MECHANICAL PAUL L. BUDDY PLUMBING AND HEATING, INC. *(Principal)* Chris Buddy *(Seal)*
	(Title)
(Witness) Karla Heffron	GRANITE RE, INC. *(Surety)* *(Seal)*
	(Title) Connie Smith, Attorney-in-fact

AIA Document A310™– 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

061110

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

GRANITE RE, INC. SEAL

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

BETHANY J. ALRED NOTARY PUBLIC

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 17th day of October, 2025.

GRANITE RE, INC. SEAL

Kyle P. McDonald, Assistant Secretary

GR0800-1

Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 12/16/2025
Subject: Marco Contract Renewal
Prepared by: Matthew Kinsey
Department: ICT

Action Requested:

Approval of Marco contract renewal option annual cost of $119,784.

Board/Committee Review:

Facilities and Technology

Fiscal impact:

$119,784

Background and Discussion:

The County currently utilizes Marco solutions for copiers and printers. We look to execute our contract extension for $119,784 per year. The terms of the contract extension are for five years, which will lock in our current costs, making this item easier to budget for going forward. This will replace our current fleet with newer models and eliminate previous contract overages. This is already a budgeted item that will not fiscally impact the County. This item was approved and forwarded from the Facilities and Technology Committee.

Staff Recommendation:

Staff recommend approval of this contract, as the cost is already included in the FY26 budget.

Attachments:

Please see attached quote.

November 21, 2025

PROPOSAL FOR

COUNTY OF KENDALL

Prepared by:

Karrie Altringer

Technology Advisor
815.762.2323
karrie.altringer@marconet.com


Managed Services


Copiers & Printers

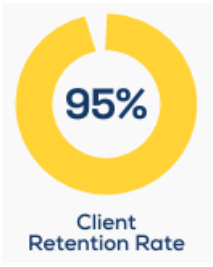

Audio Visual


Business IT Services



- Technology Assessment
- Cloud Services
- Enterprise Content Management (ECM)
- Networking
- Backup & Disaster Recovery
- Security
- Data Center
- Storage





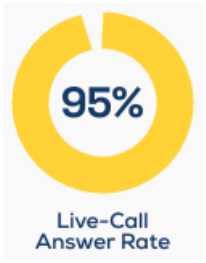
- Production Print
- Wide Format Printers
- Print Software Applications
- Copiers, Printers, and Multifunction Devices





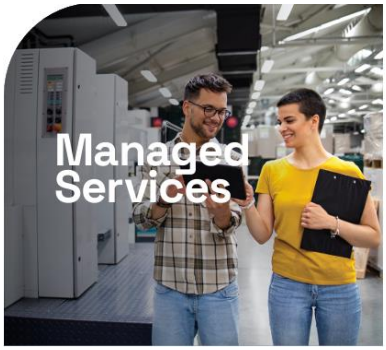
- Hosted Voice
- On-Premises Phone Systems
- Cloud Voice
- Collaboration



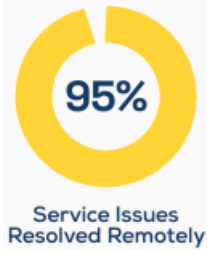


- Audio Visual Conferencing
- Video Surveillance Systems
- Meeting Rooms
- Digital Signage
- Access Control Systems





- Managed IT
- Managed Print
- Managed Voice



CURRENT SITUATION

Existing Marco Agreement(s) $5,463.82/Month

Usage Over Marco Contracted Volumes $3,483.71/Month

Customer Owned Purchase Estimate *(based on age factored over next 60 months)* $1,256.00/Month

TOTAL $10,203.53/Month

RECOMMENDED PRINT SOLUTION

60 Month Term:

QTY	CURRENT DEVICE	ACTION	NEW DEVICE
7	Konica 360i	Upgrade (6) Keep (1) SN:AC77013003123	Konica 361i
29	Konica C360i Or C364e	Upgrade (25) Keep (4) SN: 5895, 5861,5873,5875	Konica C361i
3	Konica C650i	Upgrade (2) Keep (1) SN: AA7N011002910	Konica C651i
56	End of Life HP's	Upgrade	HP (5) E52645dn (1) E50145dn (9) E60155dn (2) E60165dn (2) E60175dn (15) E40040dn (7) E42540f (6) E45028dn (1) E47528f (7) X55745dn (1) X57945dn
34	Current HP Models	Keep	N/A

Validation *of device configurations required prior to ordering*

DEVICE AS A SERVICE (DAAS) PROGRAM

With Marco's DaaS, you'll receive unlimited prints with no overages or meter readings. This recommendation includes hardware, service, maintenance, and automatic toner replacement. Our industry-leading support desk is also recommended with this solution. This, along with in-depth data analytics and reporting, makes our unlimited print offering an intelligent decision for businesses of all shapes and sizes.

Monthly DaaS $9,982.13/Month

- OEM Toner Supplies
- Onsite Service and Parts
- Unlimited Prints
- Device Replacement
- No meter readings or print overages!

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training.....Included

Due to changing economic conditions pricing and availability is subject to change without notice at any point during or after the quotation.

The above pricing does not include applicable sales tax.

Accepted by:_____ Date:_____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

MARCO SUPPORT DESK (RECOMMENDED OPTION)

Our network and hardware technicians support hardware malfunctions, connectivity, and device settings. You can receive support directly from your workstation or we can also provide interactive, remote sessions. Remote work allows our staff access to your computer, so we can walk you through the solution visually.

- Live-call answer Monday-Friday, 8:00 a.m. to 5:00 p.m.
- Setting up scan to e-mail folder and desktop solutions.
- Help with duplex printing, desktop publishing, booklet printing, etc.
- Identification of solutions for device connection and printing
- Coordination with IT staff members to resolve server issues.

16+ Devices $30.00/Month*

The above pricing does not include applicable sales tax.

Accepted by:_____ Date:_____

60 Month Term:

QTY	CURRENT DEVICE	ACTION	NEW DEVICE
1	HP DesignJet T830	Upgrade	HP DesignJet XT950

PURCHASE PLAN

Purchase Price $8,787.00

WIDE FORMAT – SERVICE & SUPPLIES (Parts and Labor Only)

SERVICE $2,895/5yr

- Initial Printheads Included
- Starter Ink Tanks Included
- Marco Main. Agreement:
  - Marco Service Time & Travel and OEM parts
  - Does not include, Ink, Printheads or Media

HP Designjet XT950 Series			Price
HP #498Q04	300ml Ink Tank	Matte Black	$206
HP #676M9A	300ml Ink Tank	Cyan	$206
HP #676N0A	300ml Ink Tank	Magenta	$206
HP #676N1A	300ml Ink Tank	Yellow	$206
HP #498N0A	Printhead		$474
730360U rolls/bx	36” x 300’ 20# IJ Bond, 2” core – 2		$102
730300U rolls/bx	30” x 300’ 20# IJ Bond, 2” core – 2		$88
730240U rolls/bx	24” x 300’ 20# IJ Bond, 2” core – 2		$71

Due to changing economic conditions pricing and availability is subject to change without notice at any point during or after the quotation.

The above pricing does <u>not</u> include applicable sales tax.

Accepted by:_____ Date:_____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Approval of Petition 25-19, Special Use Permit for a Place of Worship at the Vacant Lot West of 5313 Route 34

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-19, a Request from Koswatte Sumanawansa on Behalf of Chicago Buddhist Vihara for a Special Use Permit for a Place of Worship at the Property West of 5313 Route 34, Oswego (PIN: 03-18-403-016) in Oswego Township; Property is Zoned B-2

Previous Board/Committee Review:

Kendall County Regional Planning Commission-Approval (8-0-1) on November 6, 2025

Kendall County Zoning Board of Appeals-Approval (5-0-2) on November 12, 2025

Kendall County Planning, Building and Zoning Committee-Approval (5-0) on December 8, 2025

Fiscal impact:

N/A

Background and Discussion:

The Petitioner wishes to construct a meditation garden on the subject property west of the existing Buddhist Temple.

The record for this Petition can be found here, https://www.kendallcountyil.gov/home/showpublisheddocument/33728/638991604912770000.

Staff Recommendation:
Approval with Conditions

Attachments:

Draft Ordinance

ORDINANCE NUMBER 2025-_____

GRANTING A SPECIAL USE PERMIT FOR A PLACE OF WORSHIP AT THE PROPERTY WEST OF 5313 ROUTE 34, OSWEGO, (PIN: 03-18-403-016) IN OSWEGO TOWNSHIP

WHEREAS, Sections 36-112, 36-113, and 36-114 of the Kendall County Code permits the Kendall County Board to grant special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-717 (22) of the Kendall County Code permits the operation of places of worship as a special use with certain restrictions in the B-2 General Business Zoning District; and

WHEREAS, the property which is the subject of this ordinance has been located within the B-2 General Business District since 1976 and consists of approximately 1.5 acres located west of the property at 5313 Route 34, Oswego (PIN: 03-18-403-016), in Oswego Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and the property shall hereinafter be referred to as "the subject property"; and

WHEREAS, the subject property is owned by Chicago Buddhist Vihara as represented by Koswatte Sumanawansa and shall hereinafter be referred to as the "Petitioner"; and

WHEREAS, on or about September 26, 2025, Petitioner filed a petition for a special use permit to allow the operation of a place of worship at the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on October 2, 2025, and following due and proper notification to the Village of Oswego on or about October 2, 2025, and following due and proper notification to Oswego Township on or about October 2, 2025, and following due and proper notification to the property owners of record of properties adjacent to the subject property on or about October 2, 2025, the Kendall County Zoning Board of Appeals initiated a public hearing on October 27, 2025, at 7:00 p.m., in the Historic Court House, at 110 W. Madison Street, and continued the public hearing to November 12, 2025, at 6:00 p.m., in the Historic Court House, at 110 W. Madison Street at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the requested special use permit, and one member of the public testified in favor and zero members of the public testified in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated November 12, 2025, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested special use permit; and

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

WHEREAS, this special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.

2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit allowing the operation of a place of worship on the subject property subject to the following conditions:

   A. The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C.

   B. Failure to comply with the above condition or restriction could result in the amendment or revocation of the special use permit.

   C. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

3. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 16th day of December, 2025.

Attest:

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

Exhibit A Legal Description:

PARCEL 1:
Lot 4 of Silver Wheel Subdivision, in the Township of Oswego, Kendall County, Illinois.

PARCEL 2:
Easement for driveway purposes, created by Warranty Deed dated March 13, 1978 and recorded March 20, 1978 as Document 78-1566, made by Raymond and Helen Deml to Yvonne Deml, for the benefit of Parcel 1, over the easterly 34 feet of the southerly 40 feet of Lot 3 of Silver Wheel Subdivision, in the Township of Oswego, Kendall County, Illinois.

Permanent Index Number (PIN): 03-18-403-016

Common Address: 5315 Rt. 34, Oswego, IL 60543

Exhibit B

The Kendall County Zoning Board of Appeals initiated a public hearing on the Petition 25-19 on October 27, 2025, and continued the public hearing to November 12, 2025. On November 12, 2025, the Kendall County Zoning Board of Appeals issued the following Findings of Fact by a vote of five (5) in favor and zero (0) in opposition. The same day, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of five (5) in favor and zero (0) in opposition. Members Cherry and Fox were absent.

FINDINGS OF FACT

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **Provided the site is developed in accordance with the submitted site plan, this should not be an issue.**

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **Provided the use operates as proposed, no injury should occur to other property and property values should not be negatively impacted.**

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **The subject property will utilize ingress/egress and utilities from the neighboring property to the east. Provided the site is developed according to the proposed site plan, drainage should not be an issue.**

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. **This is true; no variances are needed.**

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **This use is consistent with the other uses in vicinity of the subject property.**

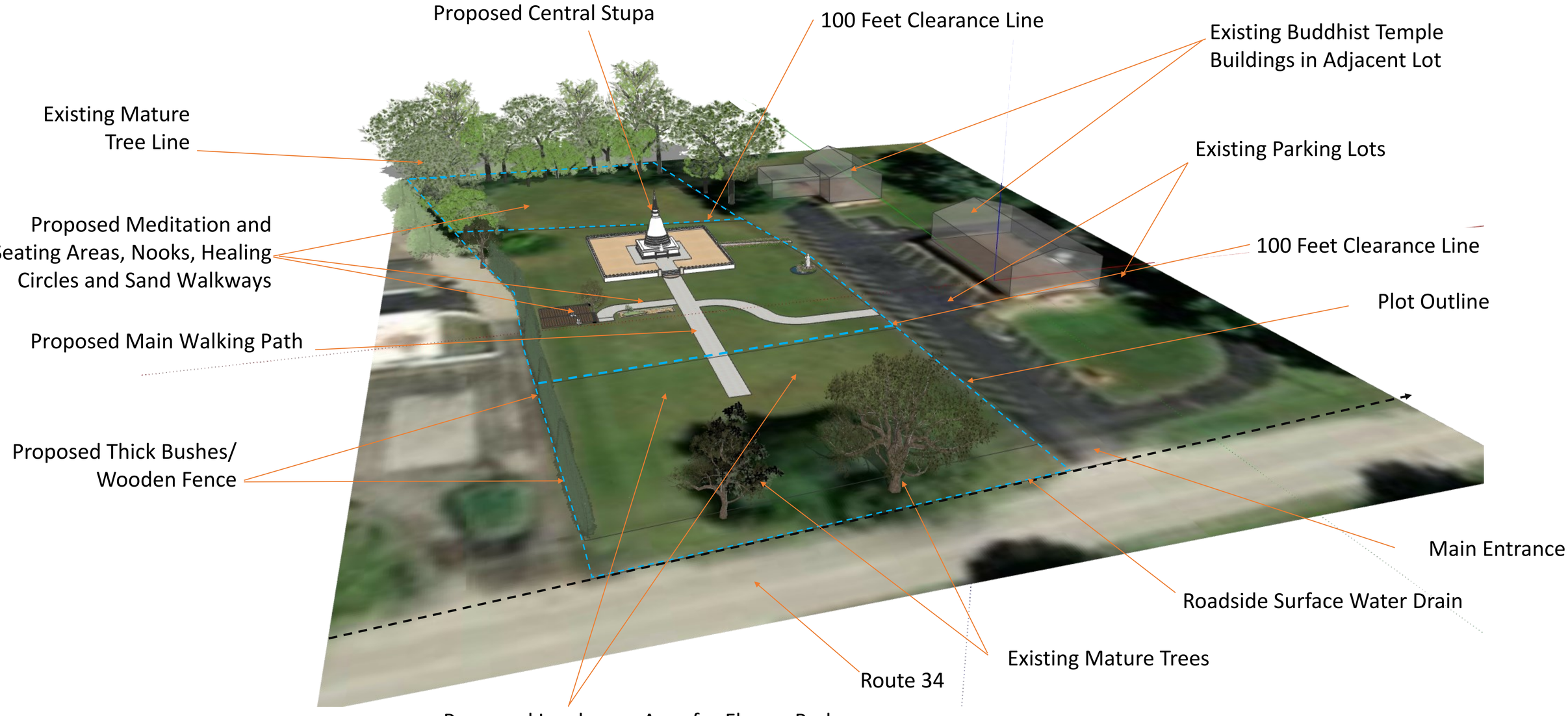
RECOMMENDATION

Approval subject to the following conditions:

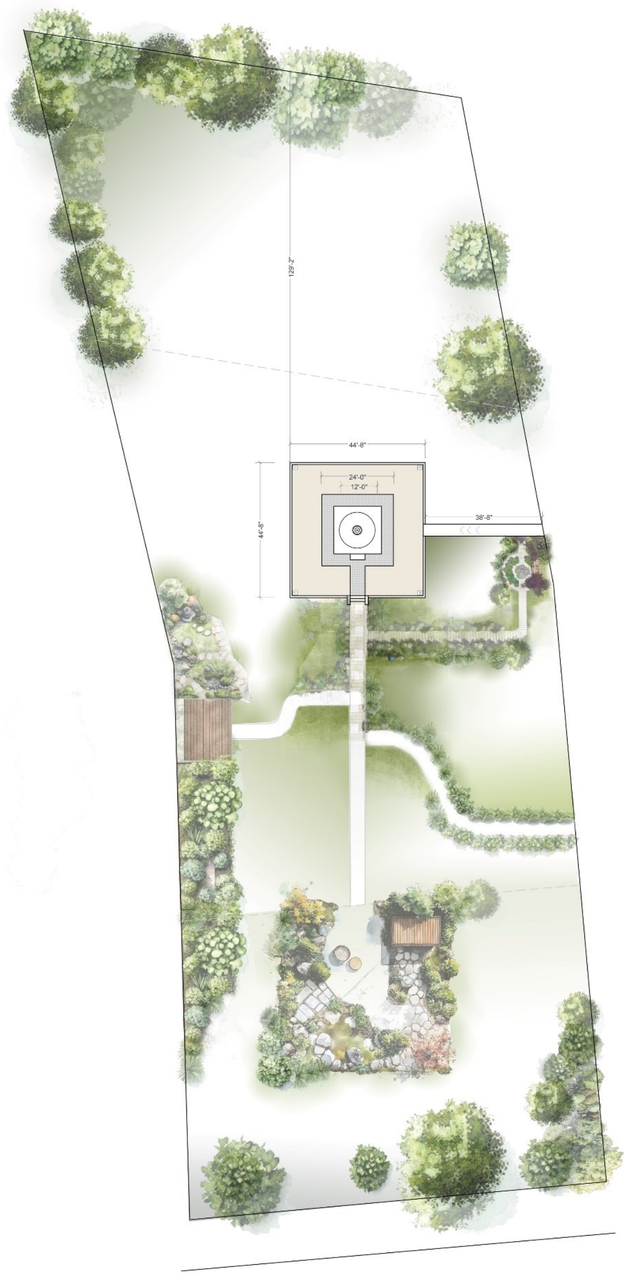
1. The site shall be developed substantially in accordance with the submitted site plan.
2. Failure to comply with the above condition or restriction could result in the amendment or revocation of the special use permit.
3. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
4. This special use permits shall be treated as covenants running with the land and is binding on the successors, heirs, and assigns as to the same special uses conducted on the property.

Healing Meditation Garden

5313 US-34, Oswego, IL 60543



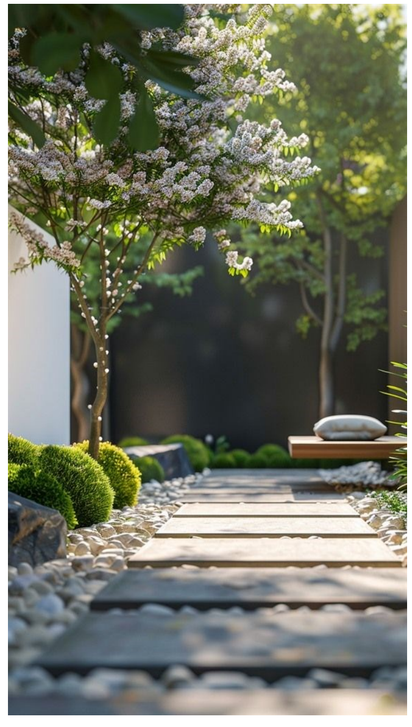
Proposed Site Plan

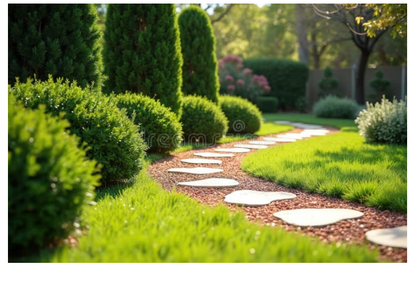


HEALING MEDITATION GARDEN CHICAGO BUDDHIST VIHARA 5315 US Highway 34, Oswego, IL 60543	Title: Site Plan Scale: 1/16"-1'-00' Date: 08/15/2025

- The Meditation Garden will be developed over time with volunteer support.
- Landscaping will feature perennial plants and small shrubs suitable for Illinois.
- No large trees are proposed, but the existing mature vegetation at the north and south ends of the plot will be preserved.
- Sand walkways with wooden edges will connect different areas, while the main path to the stupa will use pervious interlocking pavers.
- At the heart of the garden, the fiber stupa dome will serve as the focal point. The area around the stupa will be elevated with a two-foot decorative retaining wall and filled with leveled sand to create a dedicated meditation area. This central space will be surrounded by natural plantings and designed to accommodate both individual practice and small group activities.
- Solar-powered lighting will illuminate paths 04 solar powered pole lights will be installed at the stupa area. Movable benches will be added gradually.
- No fencing is planned along the property line, keeping the garden open and welcoming.
- The Meditation Garden will be a long-term community project, built in phases, and nurtured by the shared efforts of volunteers. Over time, it will grow into a serene sanctuary that supports mindfulness, reflection, and connection with nature.





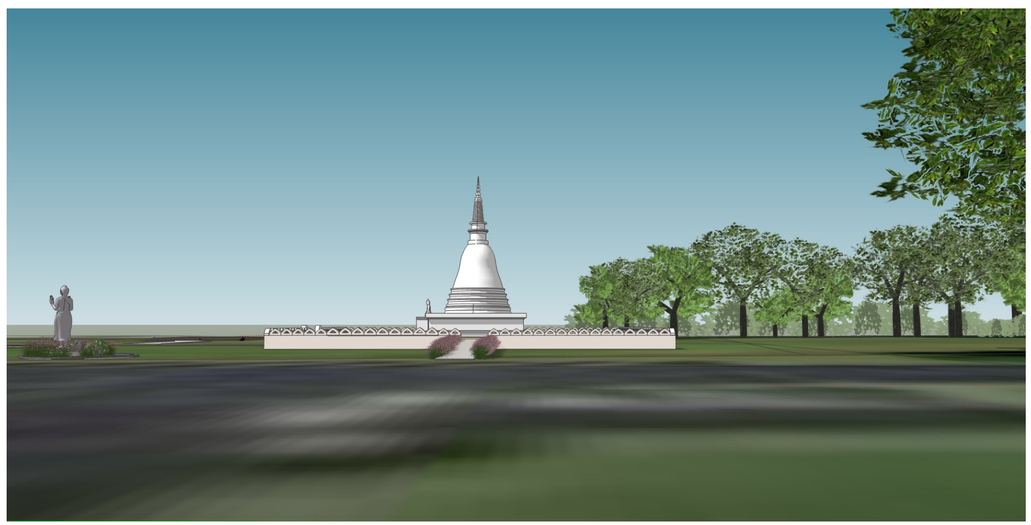


** Site plan with further dimensions is provided as a separate document.*

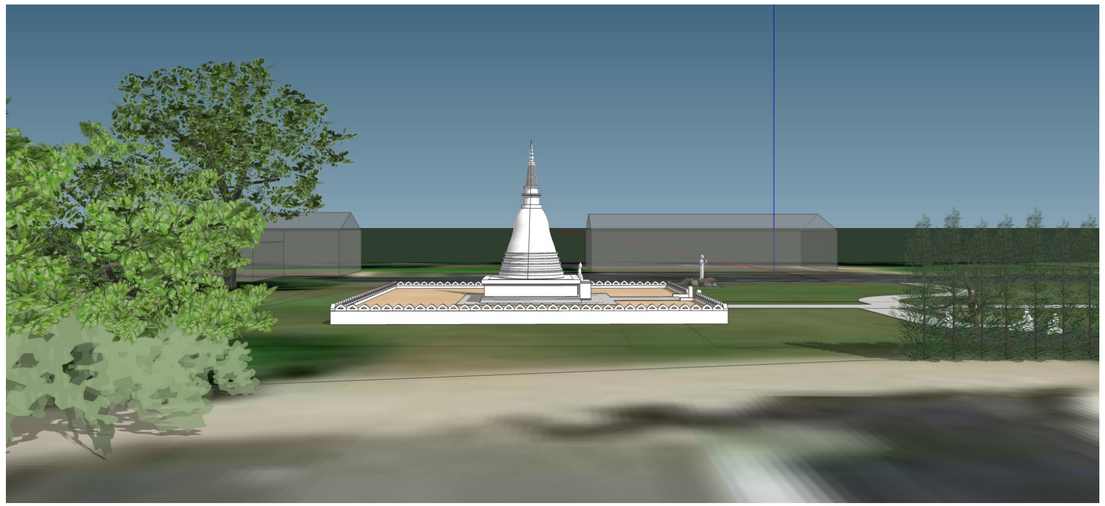
Elevation Views of the Stupa



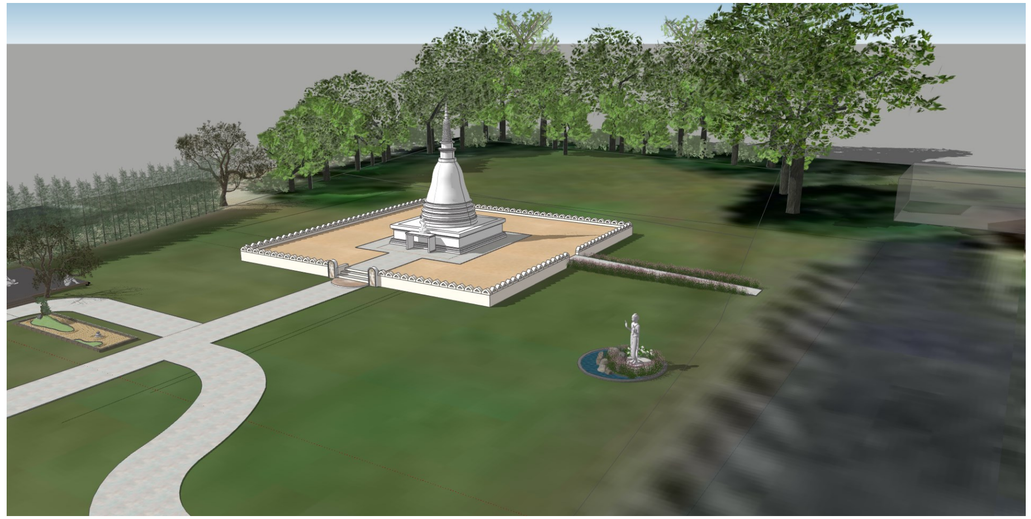
South Elevation



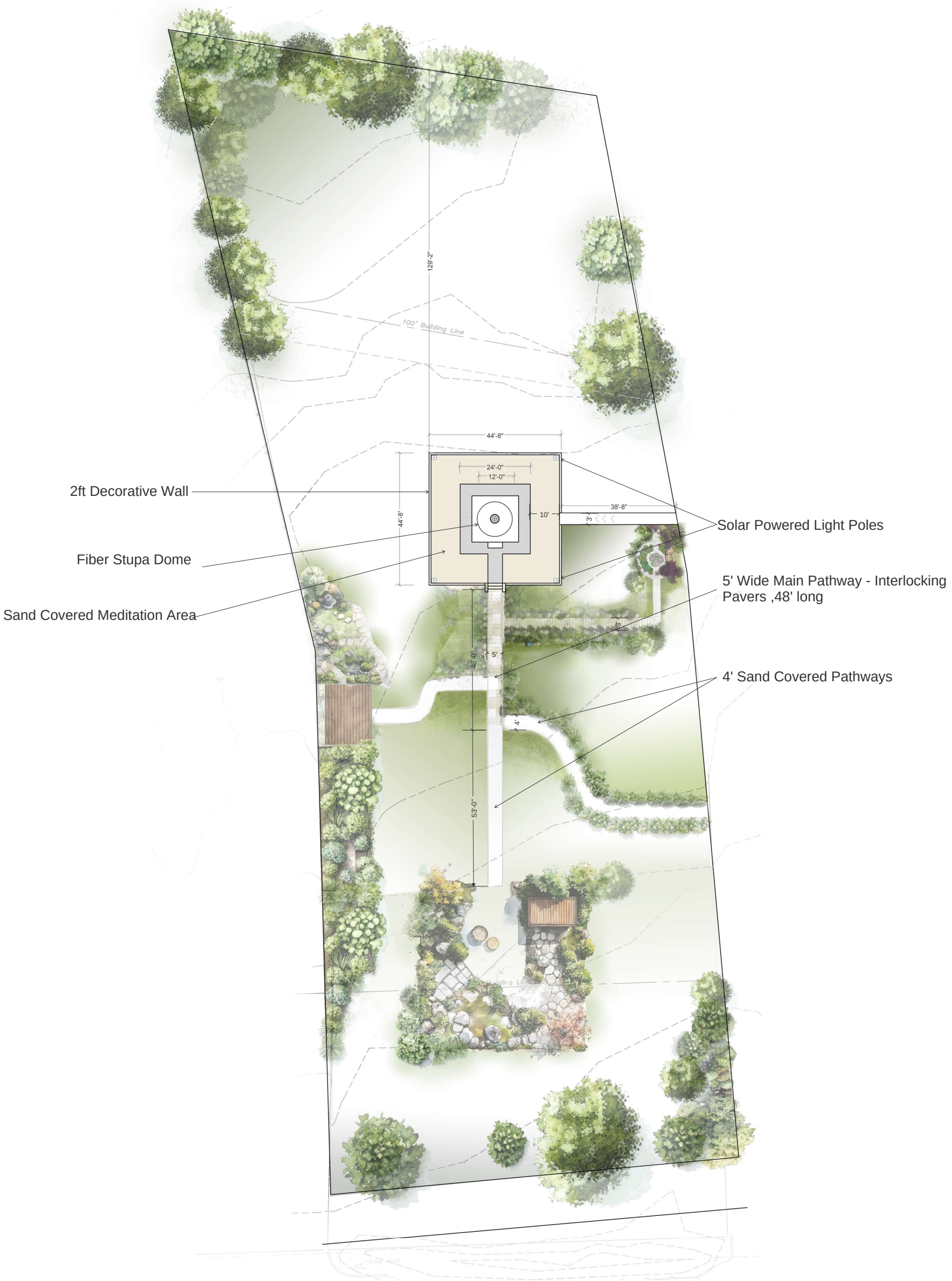
East Elevation of the Stupa



West Elevation of the Stupa



Birdseye view



HEALING MEDITATION GARDEN

CHICAGO BUDDHIST VIHARA

5315 US Highway 34, Oswego, IL 60543

Title	Site Plan
Scale:	1/16"-1'-00'
Date:	08/15/2025

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Approval of Engineering Contract with WBK Engineering, LLC

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Contract for Engineering Review, Inspection and Consultation Services with WBK Engineering, LLC for a Period of Two Years with Optional Annual Renewals; Related Fees of Initial Escrow Deposits of $2,500 for Review Services and $3,500 for Construction Inspection Services Are Unchanged from Current Contract

Previous Board/Committee Review:

Kendall County Planning, Building and Zoning Committee-Approval (5-0) on December 8, 2025

Fiscal impact:

Expenditures for County Initiated Projects Are Paid from the PBZ Consultant's Line Item 11001902-63630

Expenditures for Stormwater Permit Related Projects Are Paid from Escrow Accounts Funded by the Applicant

---

Background and Discussion:

WBK Engineering, LLC has been Kendall County's Stormwater Engineer since 2009.

The current contract was signed in January 2024 and was for a term of two (2) years with optional one (1) year renewals.

The attached proposed contract is also for two (2) years with optional one (1) year renewals.

The scope of services remains unchanged.

The fees for services also remain unchanged.

Staff Recommendation:
Approval with Conditions

Attachments:

Proposed Contract

Proposal for Engineering Review, Inspection and Consultation Services

Kendall County, IL

November 7, 2025

Matthew Asselmeier, MPA, AICP, CFM
Director at Kendall County Planning, Building & Zoning
Kendall County
111 West Fox Street
Yorkville, IL 60560

Dear Mr. Asselmeier,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kendall County (known hereafter as "the County") for professional engineering, stormwater, development review and construction inspection services. WBK looks forward to the opportunity to continue service to the County with development review services on a project-by-project basis. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

PROJECT UNDERSTANDING

It is our understanding that the County wishes to contract for professional engineering, stormwater, development review and construction inspection services for projects and development applications within the unincorporated area of Kendall County. We understand that the County wants qualified professional consultant to provide services for preliminary and final engineering plan review including storm water (storm sewer, detention, floodplains and wetlands), streets and roads, street lighting, water supply, wastewater treatment, and erosion and sediment control measures. WBK is also adept at performing, reviewing and scoping development impact traffic studies, the suitability of the preliminary development proposals as well as the practical aspects of final engineering plans review from a maintenance perspective. We understand services will be coordinated through the Planning, Building & Zoning Department. We also intend to work closely with other County Departments as appropriate.

SCOPE OF SERVICES

TASK 1 | Concept Development Review

At the request of the County, we will review conceptual development plans to determine if the submittal is reasonably consistent with the transportation, utility and drainage context in which it is proposed and relative to the requirements of County stormwater ordinance. This review will also assist with determining permit requirements and third-party jurisdiction. Available data regarding site conditions, (topography, soils, environmental resources including wetlands, flood plain and offsite drainage patterns) utilities and traffic in relation to the proposed concept plan will be reviewed from information provided by the engineer/applicant. Upon request of the staff, we will meet with the staff and/or the developer's team to identify issues needing additional information.

We will prepare a summary of third-party agencies that require permits for the project so that County staff is aware of constraints associated with a project at the concept stage. We will draft concept plan review comments if required and submit the review to the County.

Field Reconnaissance: If requested, an investigation of the project site will be made to identify site constraints and opportunities and will be based on conditions present at the time of the reconnaissance; visible utility locations, roadway conditions, sight distance, soil borings, available topographic data, environmental resources, existing buildings and structures and drainage conditions.

Stormwater Management: Based on the information provided to us, we will confirm appropriate stormwater management measures are appropriate for the concept planning process.

TASK 2 | Preliminary Engineering Review

At the request of the County, we will review the preliminary site plan, preliminary engineering design plan consisting of the storm sewers, water supply, wastewater treatment, roadways, pavement, and grading for the proposed project. We will review the following documents during the preliminary review phase of the development process including but not limited to:

- Preliminary Site Plan & Engineering Plan
- Preliminary Stormwater Management Report
- Wetland Delineation and Assessment Report
- Preliminary Subdivision Plat
- Preliminary Utility Studies
- Entitlement Documents (Annexation Agreement, PUD, Zoning, Special Use)

The review will be based upon the County ordinances related to development including the Subdivision and Stormwater Ordinances, special use requirements, IDOT, Kendall County transportation standards / policies, County Building Codes and general engineering and construction practices. We will draft a plan review for the County staff to use in the preliminary approval process. We will provide a plan review for each preliminary plan resubmittal to the County.

Meetings: We will attend meetings as needed with the applicant's team, third party review agencies and the County staff to determine the standards to be used in the design as well as the adequacy of existing or proposed infrastructure to serve the project. We will attend meetings at the request of the County.

TASK 3 | Final Engineering Review

At the request of the County, we will review the final site plan, final engineering design plan consisting of the storm sewers, water supply, wastewater treatment, roadways, pavement, and grading for the project. We will review the following documents against the Subdivision and the Stormwater Ordinance, annexation agreement, or special use requirements, IDOT, Kendall County transportation standards / policies, County Building Codes and general engineering and construction practices. We will identify third party permits including but not limited to IEPA, IDOT, USACE and IDNR. We will review the following documents during the final review phase of

planning and building permit processes including but not limited to:

- The Final Site Geometry
- Final Engineering Plans including Mass Grading, Stormwater Facilities, Storm Sewer, Sanitary Sewer, Water Mains, and Roadway Construction
- Final Landscape Plans
- Final Stormwater Management Report
- Final Wetland Documentation including all USACE correspondence
- Threatened and Endangered Species Clearances
- Historic Preservation Clearance
- Traffic Studies
- Review of Structural Calculations & Drawings
- BMP / Sustainable Practice review (including soils and landscape plants as appropriate)
- Engineer's Opinion of Probable Construction Cost
- Final Subdivision Plat

We will draft a plan review comments for the County staff to use in the final approval process. We will provide a plan review for each final plan resubmittal to the County.

Meetings: We will attend meetings as needed with the applicant's team, third party review agencies and the County staff to determine the standards to be used in the design as well as the adequacy of existing or proposed infrastructure to serve the project. We will attend meetings at the request of County staff.

Task 4 | Construction Inspection

At the request of the County we will serve as the County representative related to land disturbance / development improvements and construction inspections of the same. We understand the construction inspections may be requested on a part-time or full-time basis depending on the scope of the project and proposed improvements. Land Improvements typically may include:

- Soil Erosion Control and Mass Grading Operations
- Utility Construction including water main, sanitary sewer, storm sewers and street lighting improvements
- Roadway Construction
- Stormwater Management Improvements including stormwater basins and overland flow routes
- Off-site utility and roadway improvements
- Coordination with third party permit requirements (IDOT, USACE, etc.)

Construction inspection services include the following elements:

- Preconstruction meeting coordination and facilitation
- Utility and third-party permit coordination
- Site inspections and documentation for plan and County specification compliance
- Inspection of site material deliveries
- Testing coordination and documentation
- Conflict resolution facilitation with Developer and County

- Final Inspection and Punch List
- Project close out

All site visits will be documented with a written daily report of the length and detail necessary to document activities. Reports are typically supported with photos for the project record. Test results are verified and documented in the project file. Conflict and final punchlist correspondence is generated and maintained by the WBK project representative.

Task 5 | Professional Engineering Consultation

At the request of the County WBK will provide professional civil engineering consultation on topics that relate to residential and commercial building and land development, drainage investigations including IDNR and USACE coordination, code and ordinance violations, National Pollution Discharge Elimination System concerns and any other County interest or functions that requires the opinion, input or guidance from civil engineering professionals.

SCHEDULE FOR SERVICES

We will complete plan reviews within 10 business days of WBK receipt of a complete application, set of plans and calculations. We will endeavor to provide an initial review of documents within 3 business days of receipt to determine if the submittal is complete to continue with a comprehensive review. We understand that some projects may require reviews and responses quicker than 10 business days and we will endeavor to work with the County and the applicant to provide as timely response as reasonably possible. If for any reason the afore-noted timeframes cannot be reached WBK shall advise the County prior to proceeding with further services.

PROJECT ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a scope of services based on the needs of the County. We can provide many additional services through WBK staff or subconsultants whom we have a strong business relationship. The following are exceptions to our scope of services:

- Geotechnical services are not included in this proposal
- Environmental services are not included in this proposal
- Survey services are not included in this proposal
- Building inspection services are not included in this proposal including utility inspections required by the State of Illinois to be performed by a licensed plumber

ESTIMATE OF FEES

Due to the variability of the project size and complexity it is not in the applicant's or County's interest to set a flat fee for review and inspection services. However, we proposed the following fee schedule as the initial fund amount for an escrow account to fund review and inspection services.

- Tasks 1, 2 and 3 – Review Services - $2,500 Initial funding balance
- Task 4 – Construction Inspection Services - $3,500 Initial funding balance
- Task 5 – General Consultation – Detailed proposal required

Initial Funding balances may be increased or decreased as mutually determined by the County and WBK on a project by project basis based on the scale and complexity of the project.

The actual amount invoiced will be based on the level of effort required and actual time spent on each project. Each project will be invoiced separately. WBK will monitor escrow balance amounts and seek replenishment as necessary. Administration of escrow account balances is considered billable time to a project. Reimbursable expenses, such as postage, overnight delivery, printing, copying, etc. are not included in our budget/fee amounts, and will be invoiced to you at our cost plus 10%.

We propose to bill projects monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase billing rates on December 31st of each calendar year by five percent (5%) or the Consumer Price Index, whichever is less.

This contract shall run for a term of two years with the option to be renewed on an annual basis as determined by the County.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Kendall County. If you have any questions, please do not hesitate to call.

Sincerely,

[redacted]

Greg Chismark, PE
President

Encl: 2026 Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KENDALL COUNTY:

_____

Authorized By

_____

Position

_____

Date

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS WITH KENDALL COUNTY, ILLINOIS

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms

and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Any costs greater than the “not to exceed” fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fees, incurred by Engineer and directly resulting from the project at issue, before the termination date shall be reimbursed by Client. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer's failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement’s termination.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

   When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

   It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies

provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk.

8. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

9. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

10. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the

reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

    It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

    All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

    All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

12. Indemnification: Engineer shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Client Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the Engineer's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3- 9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Engineer's duty to indemnify and hold the County harmless, as set forth above.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

13. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

14. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

    Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

    The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

    The parties shall share the mediator's fee equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

17. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

18. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

19. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

20. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, fires, natural calamities.

21. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.

22. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.

23. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

24. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

    In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Room 316, Yorkville, IL 60560, Fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560, fax (630) 553-4204. And, in the case of Engineer, to: Greg Chismark, WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174

25. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of $2,000,000.00 each occurrence and $4,000,000.00 general aggregate; General Liability of $1,000,000.00 per occurrence and $2,000,000.00 aggregate; Automobile Liability of $1,000,000.00; and an Excess/Umbrella of $10,000,000.00 per occurrence. Engineer understands that said limits on liability are based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer's behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

26. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

    The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which

the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

27. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify,

or because of errors or omissions which may have occurred in assembling the information the Client is providing.

28. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

29. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

    Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and
    Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

30. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Engineer has no responsibility to supervise and direct the work; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer, and the Client, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer and the Client do not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

31. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall be required to provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor’s failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

32. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

33. Non-Discrimination: Engineer, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

34. Compliance With State and Federal Laws: Engineer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

35. Authority To Execute Agreement: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for Engineering Services 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.

36. Venue: 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.

37. Non-Appropriation: In the event Kendall 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 Engineer. In the event of a default due to nonappropriation of funds,

both parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

38. Insurance. Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Engineer shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage

    in the minimum amount of $1,000,000 per occurrence, and $2,000,000 per aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of $1,000,000 combined single limit. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holders.

39. Certification: Engineer certifies that Engineer, 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).

40. Drug Free Workplace: Engineer 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.

41. Prevailing Wage: To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.html. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

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

43. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to the as "the Act"), Engineer, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Engineer understands that the Act defines (a) "period of excessive unemployment" as "as any month 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", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Engineer understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

44. Engineer agrees to comply with The Davis Bacon Act – 40 U.S. C. 3141 et seq. as may be 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 DavisBacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction project 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.

WBK ENGINEERING, LLC
2026 Standard Charges for Professional Services

Classification	Hourly Rate
Principal	$ 267
Engineer VI	$ 226
Engineer V	$ 206
Engineer IV	$ 179
Engineer III	$ 160
Engineer II	$ 142
Engineer I	$ 126
Urban Planner VI	$ 254
Urban Planner V	$ 205
Urban Planner IV	$ 181
Urban Planner III	$ 157
Urban Planner II	$ 132
Environmental Resource Specialist V	$ 166
Environmental Resource Specialist IV	$ 149
Environmental Resource Specialist III	$ 132
Environmental Resource Specialist II	$ 116
Environmental Resource Specialist I	$ 105
Technician V	$ 191
Technician IV	$ 168
Technician III	$ 153
Technician II	$ 110
Technician I	$ 116
Intern	$ 75
Administrative	$ 85
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

WBK Engineering, LLC reserves the right to increase these rates by 5% annually.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Approval of NOI for New or Renewal of General Permit for Discharges from Small MS4's

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's)

Previous Board/Committee Review:

Kendall County Planning, Building and Zoning Committee-Approval (5-0) on December 8, 2025

Fiscal impact:

N/A

Background and Discussion:

Kendall County's General Permit for Discharges from Small Municipal Separate Storm Sewer Systems recently.

WBK prepared the information for the General Permit. The proposed General Permit is similar to the General Permit approved by the County Board in 2016 and 2021. The County currently undertakes the majority of the items listed in the General Permit.

Staff Recommendation:
Approval

Attachments:

Proposed Notice of Intent

Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's)

Part I. Municipal (MS4) Contact Information

1. Name of Municipality: Kendall County MS4 #: ILR400261

   Population (based on 2020 census): 131,869

2. MS4 Mailing Address: 807 West John Street City: Yorkville , IL Zip: 60560

3. Primary MS4 Contact Person (Authorized Representative for MS4 Permit)

   Name: Matthew Asselmeier, AICP, CFM Title: Director of Planning, Building, and Zoning

   Phone: 630-553-4139 Email Address: masselmeier@kendallcountyil.gov

General Information

4. Latitude and Longitude at approximate geographical center of MS4 for which you are requesting authorization to discharge:

   Latitude: 41 (Degrees) 38 (Minutes) 27 (Seconds) Longitude: 88 (Degrees) 22 (Minutes) 16 (Seconds)

5. Community Type: County Other:

6. Name(s) of governmental entity(ies) in which MS4 is located:

City/Village	Township	County
		Kendall County

7. Area of land within your MS4 in square miles: 322

8. Percent of MS4 served by combined sewer: 0 Percent of MS4 served by separate sewer: 100

Impaired Waters

The most recent 303(d) list may be found at https://epa.illinois.gov/topics/water-quality/watershed-management/tmdls/303d-list.html. Information regarding TMDLs may be found at https://epa.illinois.gov/topics/water-quality/watershed-management/tmdls.html.

9.

Name(s) of known receiving waters (in and within 3 miles of MS4 area)	Impairment listed on 303d List or TMDL?
Fox River (sedimentation/ siltation, mercury, PCBs)	☑ Yes ○ No
Aux Sable Creek (fecal coliform)	☑ Yes ○ No
Big Rock Creek	○ Yes ☑ No
Clear Creek (dissolved oxygen, mercury)	○ Yes ☑ No
East Aux Sable Creek	○ Yes ☑ No
Hollenback Creek	○ Yes ☑ No
Knutson Creek	○ Yes ☑ No
Lisbon Creek	○ Yes ☑ No
Little Slough Creek	○ Yes ☑ No
Little Rock Creek	○ Yes ☑ No
Middle Aux Sable Creek	○ Yes ☑ No
Morgan Creek	○ Yes ☑ No

Name(s) of known receiving waters (in and within 3 miles of MS4 area)	Impairment listed on 303d List or TMDL?
Rob Roy Creek	◯ Yes ⊘ No
Roods Creek	◯ Yes ⊘ No
Saratoga Creek	◯ Yes ⊘ No
Valley Run	◯ Yes ⊘ No
Walley Run	◯ Yes ⊘ No
Waubonsie Creek	◯ Yes ⊘ No
West Aux Sable Creek	◯ Yes ⊘ No
Blackberry Creek (fecal coliform)	⊘ Yes ◯ No

9a. If impaired, which potential causes and source?

Causes: fecal coliform, siltation, DO, mercury Source: aquatic life, fish consumption, recreation

9b. Are the receiving waterbodies included in an approved TMDL or alternate water quality management plan? ◯ Yes ⊘ No

9c. Is the MS4 community included in the chloride variance? ◯ Yes ⊘ No

Program Responsibility

10. **Shared Responsibility**

Is your MS4 responsible for any permit requirements of another MS4 community? ⊘ Yes ◯ No

If yes: Which MS4 community?: Bristol Township, Kendall Township, Na-Au-Say Township, Oswego Township

Which minimum control measurements is the other MS4 responsible for?

- ☐ Public Education and Outreach
- ☐ Public Participation/Involvement
- ☑ Illicit Discharge Detection and Elimination
- ☑ Construction Site Runoff Control
- ☑ Post-Construction Runoff Control
- ☑ Pollution Prevention/Good Housekeeping

Does your MS4 Community rely on another MS4 to satisfy any of the permit requirements? ◯ Yes ⊘ No

11. **Co-Permittee**

Is your MS4 Community a Co-Permittee with another MS4 Community? ◯ Yes ⊘ No

12. Other contacts responsible for implementation or coordination of Stormwater Management Program

Name: Francis Klaas, PE Title: Kendall County Engineer

Phone: 630-553-4141 Email: fklaas@kendallcountyil.gov

Area of Responsibility: Kendall County Highway Department

Part II. Best Management Practices (include shared responsibilities) which have been implemented or are proposed to be implemented in the MS4 area

A. Public Education and Outreach

Approximate date first implemented: 2016

Frequency of each BMP program: annually

Qualifying Local Programs

Kendall County Health Department and Kendall County Soil and Water Conservation District

Measurable Goals (include shared responsibilities)

☑ A.1 Distributed Paper Material

Brief Description of BMP

Kendall County will continue to publish the NOI and Annual Reports on the County's website. The County will maintain and track the amount of website views including components of the website. The material published will include information on potential impacts and effects on stormwater. Information will be made available including benefits of green infrastructure, such as rain gardens and permeable pavement for directing rain water to where it can be infiltrated, evaporated, or reused. Other information that will be made available include safe storage and handling of household detergents, fuels, paint, deicing material, and lawn care.

Measurable Goals, including frequencies

Annually track the number of people requesting to see the County's plan.

Milestones

Year 1: Publish NOI on County's website

Year 2: Plan and annual report will be available for public viewing

Year 3: Plan and annual report will be available for public viewing

Year 4: Plan and annual report will be available for public viewing

Year 5: Plan and annual report will be available for public viewing

Additional Info

BMP Number: _____

☑ A.2 Speaking Engagement

Brief Description of BMP

The County will continue to work with Kendall County Health Department and Kendall County Soil and Water Conservation District to provide educational opportunities to the public.

Measurable Goals, including frequencies

Annually track the number of presentations or workshops.

Milestones

Year 1: Sponsor several different presentations or workshops throughout the year and advertise to the public.

Year 2: Continue to implement presentations and programs on BMPs with County partners

Year 3: Continue to implement presentations and programs on BMPs with County partners

Year 4: Continue to implement presentations and programs on BMPs with County partners

Year 5: Continue to implement presentations and programs on BMPs with County partners

Additional Info

BMP Number: _____

BMP Number: _____

☐ A.3 Public Service Announcement

☑ A.4 Community Event

Brief Description of BMP

The County will continue to work with the Kendall County Soil and Water Conservation District, Kendall County Forest Preserve District, and other County departments to promote educational efforts and workshops related to storm water and conservation.

Measurable Goals, including frequencies

Track attendance in annual workshops and community events.

Milestones

Year 1: Co-sponsor workshops or community events

Year 2: Co-sponsor workshops

Year 3: Co-sponsor workshops

Year 4: Co-sponsor workshops

Year 5: Co-sponsor workshops

Additional Info

BMP Number: _____

☐ A.5 Classroom Education Material

☑ A.6 Other Public Education

Brief Description of BMP

The County will continue to place links on their website for local watershed committees and conservation groups to further promote public education.

Measurable Goals, including frequencies

Track website link usage annually.

Milestones

Year 1: Check and maintain current website links

Year 2: Check and maintain current website links

Year 3: Check and maintain current website links

Year 4: Check and maintain current website links

Year 5: Check and maintain current website links

Additional Info

BMP Number: _____

B. Public Participation/Involvement

Approximate date first implemented: 2016 Frequency of each BMP program: annually

Qualifying Local Programs

Stakeholder meetings are provided in links on the County website to promote public education. The County is a member of the Fox River Study Group and Northwest Water Planning Alliance. The County holds the Kendall County Stormwater Management Oversight Committee annual meetings.

Measurable Goals (include shared responsibilities)

☐ B.2 Educational Volunteer

☑ B.3 Stakeholder Meeting

Brief Description of BMP

The County is making an effort to establish a dialogue with local communities in the County to coordinate stormwater management efforts. Kendall County has completed the Stormwater Management Program Plan and will continue to maintain adherence to the Plan. The County will hold an annual public meeting to provide input into the MS4 program and will comply with State and local public notice requirements when implementing public participation and involvement activities. The County will include and encourage public participation on MS4-related issues.

Measurable Goals, including frequencies

Hold an annual public meeting to establish productive dialogue.

Milestones

Year 1: Hold annual Stormwater Management Oversight Committee meeting

Year 2: Hold annual Stormwater Management Oversight Committee meeting

Year 3: Hold annual Stormwater Management Oversight Committee meeting

Year 4: Hold annual Stormwater Management Oversight Committee meeting

Year 5: Hold annual Stormwater Management Oversight Committee meeting

Additional Info

BMP Number: _____

☐ B.4 Public Hearing

☐ B.5 Volunteer Monitoring

☐ B.6. Program Involvement

☑ B.7 Other Public Involvement

Brief Description of BMP

The County will place new links and maintain current links on their website to the websites of local watershed committees and conservation groups to promote ongoing public education.

Measurable Goals, including frequencies

Inquires to linked websites and annual hits to website.

Milestones

Year 1: Check and maintain website links

Year 2: Check and maintain website links

Year 3: Check and maintain website links

Year 4: Check and maintain website links

Year 5: Check and maintain website links

Additional Info

BMP Number: _____

C. Illicit Discharge Detection and Elimination

Approximate date first implemented: 2016 Frequency of each BMP program: annually

Qualifying Local Programs

Storm Sewer Map Maintenance, Detection/ Elimination Prioritization Plan, Illicit Discharge Tracing Procedures, Illicit Source Removal Procedures, Visual Dry Weather Screenings, Public Notification

☑ C.1 Sewer Map Preparation

Brief Description of BMP

Kendall County will continue to field-verify locations of features and will maintain mapping layer of storm sewer systems in GIS.

Measurable Goals, including frequencies

Review storm sewer mapping annually.

Milestones

Year 1: Review storm sewer mapping annually, make changes to GIS layers as needed.

Measurable Goals (include shared responsibilities)

Year 2: Review storm sewer mapping annually, make changes to GIS layers as needed.

Year 3: Review storm sewer mapping annually, make changes to GIS layers as needed.

Year 4: Review storm sewer mapping annually, make changes to GIS layers as needed.

Year 5: Review storm sewer mapping annually, make changes to GIS layers as needed.

Additional Info

BMP Number: _____

☐ C.2 Regulatory Control Program

☑ C.3 Detection/Elimination Prioritization Plan

Brief Description of BMP

Kendall County will work with the Kendall County Health Department, the Kendall County Highway Department, Soil and Water Conservation District, and the townships to address illicit discharges and identify, trace, and remove illicit discharges and non-stormwater discharges that area significant polluters of the County's MS4.

Measurable Goals, including frequencies

Track the number of illicit discharges and track the removal process.

Milestones

Year 1: Track and record illicit discharges

Year 2: Track and record illicit discharges

Year 3: Track and record illicit discharges

Year 4: Track and record illicit discharges

Year 5: Track and record illicit discharges

Additional Info

BMP Number: _____

☑ C.4 Illicit Discharge Tracing Procedures

Brief Description of BMP

Kendall County will address, identify, trace and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS4

Measurable Goals, including frequencies

Track the number of illicit discharges and track the removal process.

Milestones

Year 1: Perform dry and wet weather monitoring as necessary.

Year 2: Perform dry and wet weather monitoring as necessary.

Year 3: Perform dry and wet weather monitoring as necessary.

Year 4: Perform dry and wet weather monitoring as necessary.

Year 5: Perform dry and wet weather monitoring as necessary.

Additional Info

BMP Number: _____

☑ C.5 Illicit Source Removal Procedures

Brief Description of BMP

Kendall County will address, identify, trace and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS4

Measurable Goals, including frequencies

Track the number of illicit discharges and track the removal process on as-needed basis.

Milestones

Year 1: Issue notice to source of illicit discharges discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

Year 2: Issue notice to source of illicit discharges discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

Year 3: Issue notice to source of illicit discharges discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

Year 4: Issue notice to source of illicit discharges discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

Year 5: Issue notice to source of illicit discharges discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

Additional Info

BMP Number: _____

☑ C.6 Program Evaluation and Assessment

Brief Description of BMP

Kendall County will evaluate their Illicit Discharge Detection and Elimination Program by having participants fill out an evaluation form survey.

Measurable Goals, including frequencies

Send out annual evaluation survey and encourage participation.

Milestones

Year 1: Provide program participants with evaluation survey annually.

Year 2: Provide program participants with evaluation survey annually.

Year 3: Provide program participants with evaluation survey annually.

Year 4: Provide program participants with evaluation survey annually.

Year 5: Provide program participants with evaluation survey annually.

Additional Info

BMP Number: _____

☑ C.7 Visual Dry Weather Screening

Brief Description of BMP

Kendall County will work with the townships to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS4. Visual monitoring of outfalls during dry weather will be completed periodically to determine non-stormwater discharges and their significance. Staff has been trained to observe farm and industrial related illicit discharges.

Measurable Goals, including frequencies

Track the number of illicit discharges discovered during dry weather monitoring and track the removal and remediation process.

Milestones

Year 1: Perform regular dry weather monitoring.

Year 2: Perform regular dry weather monitoring.

Year 3: Perform regular dry weather monitoring.

Year 4: Perform regular dry weather monitoring.

Year 5: Perform regular dry weather monitoring.

Additional Info

BMP Number: _____

☐ C.8 Pollutant Field Testing

☐ C.9 Public Notification

☐ C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control

Approximate date first implemented: 2016 Frequency of each BMP program: annually

Qualifying Local Programs

Revisions to the County's Stormwater Management Ordinance provide revised regulations, Soil Erosion and Sediment Control(SESC) inspections and BMP requirements, plan review procedures, and enforcement requirements

Measurable Goals (include shared responsibilities)

☑ D.1 Regulatory Control Program

Brief Description of BMP

Kendall County's Stormwater Management Ordinance includes revised regulations for storm water management, plan reviews, and long term maintenane.

Measurable Goals, including frequencies

Implementation and Compliance with the Kendall County Stormwater Management Ordinance.

Milestones

Year 1: Continue ongoing implementation and compliance with the County-Wide Stormwater Management Ordinance.

Year 2: Continue ongoing implementation and compliance with the County-Wide Stormwater Management Ordinance.

Year 3: Continue ongoing implementation and compliance with the County-Wide Stormwater Management Ordinance.

Year 4: Continue ongoing implementation and compliance with the County-Wide Stormwater Management Ordinance.

Year 5: Continue ongoing implementation and compliance with the County-Wide Stormwater Management Ordinance.

Additional Info

BMP Number: _____

☑ D.2 Erosion and Sediment Control BMPs

Brief Description of BMP

Kendall County has Soil Erosion and Sediment Control (SESC) requirements within the Kendall County Stormwater Management Ordinance, and the Ordinance will be updated to incorporate additional Best Management Practices (BMPs) and revisions to the Illinois Urban Manual (IUM) as necessary.

Measurable Goals, including frequencies

Adaptions of Ordinance amendments as developed and compliance with Illinois Urban Manual updates.

Milestones

Year 1: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 2: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 3: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 4: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 5: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Additional Info

BMP Number: _____

☑ D.3 Other Waste Control Program

Brief Description of BMP

Kendall County has Soil Erosion and Sediment Control (SESC) requirements within the Kendall County Stormwater Management Ordinance, and the Ordinance will be updated to incorporate additional regulations for waste control on Construction Sites as necessary.

Measurable Goals, including frequencies

Adaptions of Ordinance amendments as developed.

Milestones

Year 1: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 2: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 3: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 4: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 5: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Additional Info

BMP Number: _____

☑ D.4 Site Plan Review Procedures

Brief Description of BMP

Kendall County has Soil Erosion and Sediment Control (SESC) requirements within the Kendall County Stormwater Management Ordinance, and the Ordinance will be updated to incorporate additional enforcement procedures and site inspection checklist as necessary.

Measurable Goals, including frequencies

Adaptions of Ordinance amendments as developed.

Milestones

Year 1: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 2: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 3: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 4: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Year 5: Review and update the County-Wide Stormwater Ordinance to incorporate SESC, BMP's and IUM revisions.

Additional Info

BMP Number: _____

☐ D.5 Public Information Handling Procedures

☑ D.6 Site Inspection/Enforcement Procedures

Brief Description of BMP

Kendall County has Soil Erosion and Sediment Control (SESC) requirements within the Kendall County Stormwater Management Ordinance, and the Ordinance will be updated to incorporate revised enforcement procedures and site inspection checklist as necessary.

Measurable Goals, including frequencies

Review enforceable procedures for construction site inspections and update as necessary.

Milestones

Year 1: Distribute requirements and procedures with site development permits and enforce SESC requirements.

Year 2: Distribute requirements and procedures with site development permits and enforce SESC requirements.

Year 3: Distribute requirements and procedures with site development permits and enforce SESC requirements.

Year 4: Distribute requirements and procedures with site development permits and enforce SESC requirements.

Year 5: Distribute requirements and procedures with site development permits and enforce SESC requirements.

Additional Info

BMP Number: _____

☑ D.7 Other Construction Site Runoff Controls

Brief Description of BMP

Kendall County will evaluate their Construction Site Runoff Control Program by monitoring and recording Construction Site Runoff compliance.

Measurable Goals, including frequencies

SESC inspections will be monitored and filed until final site acceptance by Kendall County.

Milestones

Year 1: Document and enforce SESC requirements in the County-Wide Stormwater Management Ordinance.

Year 2: Document and enforce SESC requirements in the County-Wide Stormwater Management Ordinance.

Year 3: Document and enforce SESC requirements in the County-Wide Stormwater Management Ordinance.

Year 4: Document and enforce SESC requirements in the County-Wide Stormwater Management Ordinance.

Year 5: Document and enforce SESC requirements in the County-Wide Stormwater Management Ordinance.

Additional Info

BMP Number: _____

E. Post-Construction Runoff Control

Approximate date first implemented: 2016 Frequency of each BMP program: annually

Qualifying Local Programs

The revisions to the Kendall County Stormwater Management Ordinance include provisions to Long Term Operations and Maintenance (O&M), Site inspections during construction, and other Post-Construction Runoff Controls.

Measurable Goals (include shared responsibilities)

☐ E.1 Community Control Strategy

☐ E.2 Regulatory Control Program

☑ E.3 Long Term O & M Procedures

Brief Description of BMP

The Kendall County Stormwater Management Ordinance includes revised regulations for long term maintenance that will be updated as necessary.

Measurable Goals, including frequencies

Review Kendall County Stormwater Management Ordinance and update as necessary.

Milestones

Year 1: Monitor and enforce long term maintenance requirements of the County-Wide Stormwater Management Ordinance.

Year 2: Monitor and enforce long term maintenance requirements of the County-Wide Stormwater Management Ordinance.

Year 3: Monitor and enforce long term maintenance requirements of the County-Wide Stormwater Management Ordinance.

Year 4: Monitor and enforce long term maintenance requirements of the County-Wide Stormwater Management Ordinance.

Year 5: Monitor and enforce long term maintenance requirements of the County-Wide Stormwater Management Ordinance.

Additional Info

BMP Number: _____

☐ E.4 Pre-Construction Review of BMP Designs

☑ E.5 Site Inspections During Construction

Brief Description of BMP

The County has a SESC requirement within the County-Wide Stormwater Management Ordinance. The Ordinance will be updated as necessary to include revised enforcement procedures and site inspection checklist as necessary.

Measurable Goals, including frequencies

Implementation of Ordinance amendments as necessary.

Milestones

Year 1: Implement and enforce the SESC requirements of the County-Wide Stormwater Ordinance.

Year 2: Implement and enforce the SESC requirements of the County-Wide Stormwater Ordinance.

Year 3: Implement and enforce the SESC requirements of the County-Wide Stormwater Ordinance.

Year 4: Implement and enforce the SESC requirements of the County-Wide Stormwater Ordinance.

Year 5: Implement and enforce the SESC requirements of the County-Wide Stormwater Ordinance.

Additional Info

BMP Number: _____

☐ E.6 Post-Construction Inspections

☑ E.7 Other Post-Construction Runoff Controls

Brief Description of BMP

Kendall County will evaluate relevant flood control techniques to determine the potential effects due to climate change.

Measurable Goals, including frequencies

Collaborate with other MS4's in Kendall County and stakeholders, including Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine potential effects due to climate change. Update the Disaster Mitigation Plan as necessary.

Milestones

Year 1: Collaborate with other County MS4's and stakeholders.

Year 2: Implement strategies created by ongoing collaboration efforts.

Year 3: Implement strategies created by ongoing collaboration efforts.

Year 4: Implement strategies created by ongoing collaboration efforts.

Year 5: Implement strategies created by ongoing collaboration efforts.

Additional Info

BMP Number: _____

F. Pollution Prevention/Good Housekeeping

Approximate date first implemented: 2016 Frequency of each BMP program: annually

Qualifying Local Programs

The County will update the County-Wide Stormwater and Floodplain Ordinance to include FEMA revised DFIRMs as necessary. The County will continue to provide training and continuing education to employees as regulations are updated.

☑ F.1 Employee Training Program

Brief Description of BMP

County Departments including: Health, Planing, Building and Zoning, and Highway personnel will participate in annual training programs as opportunities allow. Training may include: methods to prevent and reduce discharge of pollutants to the maximum extent possible, prevention and reduction of stormwater pollution from deicing and park and open

Measurable Goals (include shared responsibilities)

space maintenance practices, and flood management projects and how they impact water quality, non-point source pollution control, green infrastructure controls and aquatic habitat.

Measurable Goals, including frequencies

Increased County staff and township road personnel participation at workshops and training events.

Milestones

Year 1: Providing training materials and opportunities to County staff and township personnel.

Year 2: Providing training materials and opportunities to County staff and township personnel.

Year 3: Providing training materials and opportunities to County staff and township personnel.

Year 4: Providing training materials and opportunities to County staff and township personnel.

Year 5: Providing training materials and opportunities to County staff and township personnel.

Additional Info

BMP Number: _____

☐ F.2 Inspection and Maintenance Program

☐ F.3 Municipal Operations Storm Water Control

☑ F.4 Municipal Operations Waste Disposal

Brief Description of BMP

The Highway Department will continue to collect litter from County highways and track the amount of material collected and properly disposed. The County will minimize discharge of pollutants from County-owned vehicle washing by collecting the wash water in a sediment basin or an inlet filter prior to discharge. The County will properly store County-owned building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing materials, detergents, and other materials to guard against exposure to precipitation and stormwater. The County has procedures in place to respond to spills and leaks to prevent exposure to stormwater infrastructure on County-owned property. The County will continue to perform inspections and maintain the integrity of the County-owned stormwater systems. The County will continue to store deicing material in the permanent Kendall County Highway Department salt storage facility. The County will work with the townships and municipalities if street sweepers are needed for debris removal.

Measurable Goals, including frequencies

Minimize the impacts of County operations on stormwater run-off.

Milestones

Year 1: Minimize the impact of County operations on stormwater run-off.

Year 2: Minimize the impact of County operations on stormwater run-off.

Year 3: Minimize the impact of County operations on stormwater run-off.

Year 4: Minimize the impact of County operations on stormwater run-off.

Year 5: Minimize the impact of County operations on stormwater run-off.

Additional Info

BMP Number: _____

☑ F.5 Flood Management/Assess Guidelines

Brief Description of BMP

Kendall County will incorporate revised floodplain guidelines and DFIRMs from FEMA into the Kendall County Stormwater Management Ordinance to assist with flood-related issues as necessary.

Measurable Goals, including frequencies

Incorporate revised floodplain guidelines and DFIRMs by references as necessary.

Milestones

Year 1: Revise County-Wide Stormwater Ordinance as necessary.

Year 2: Revise County-Wide Stormwater Ordinance as necessary.

Year 3: Revise County-Wide Stormwater Ordinance as necessary.

Year 4: Revise County-Wide Stormwater Ordinance as necessary.

Year 5: Revise County-Wide Stormwater Ordinance as necessary.

Additional Info

BMP Number: _____

☑ F.6 Other Municipal Operations Controls

Brief Description of BMP

Kendall County will evaluate their Pollution Prevention / Good Housekeeping program as necessary.

Measurable Goals, including frequencies

Evaluation of the program as necessary.

Milestones

Year 1: Evaluation of the program as necessary.

Year 2: Evaluation of the program as necessary.

Year 3: Evaluation of the program as necessary.

Year 4: Evaluation of the program as necessary.

Year 5: Evaluation of the program as necessary.

Additional Info

BMP Number: _____

BMPs Currently Implemented and Proposed

BMP Number	Location

Approximate Pollutant Reduction Resulting from each BMP

BMP Number	Pollutant	Reduction

Instream Monitoring Program

Is there an instream monitoring program currently in place? ◯ Yes ⊘ No

Is an instream monitoring program currently being proposed? ◯ Yes ⊘ No

Sediment Monitoring

Is sediment monitoring currently taking place? ◯ Yes ⊘ No

Sample Monitoring of Outfalls

Is sample monitoring of outfalls currently taking place? ◯ Yes ⊘ No

Other Monitoring

Describe other types of monitoring implemented or proposed to evaluate the BMP effectiveness or water quality impact of stormwater.

No additional monitoring.

Part III. Certification

I certify under penalty of law that this document an all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fines and imprisonment.

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

Authorized Representative Name

Title

Authorized Representative Signature

Date

You may complete this form online and save a copy locally before printing and signing the form. It should then be sent to:

Illinois Environmental Protection Agency
Bureau of Water
Division of Water Pollution Control
Attn: Permit Section
P.O. Box 19276
1021 North Grand Avenue East
Springfield, IL 62794-9276

Information required by this form must be provided to comply with 415 ILCS 5/39 (2000). Failure to do so may prevent this form from being processed and could result in your application being denied.

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Original	26-00000-00-GM

BE IT RESOLVED, by the Board (Governing Body Type) of the County (Local Public Agency Type) of Kendall County (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of Five Hundred Thousand Dollars and 00/100 Dollars ($500,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/26 (Beginning Date) to 12/31/26 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County (Local Public Agency Type) of Kendall County (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Debbie Gillette (Name of Clerk) County (Local Public Agency Type) Clerk in and for said County (Local Public Agency Type) of Kendall County (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board (Governing Body Type) of Kendall County (Name of Local Public Agency) at a meeting held on 12/16/25 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th (Day) day of December, 2025 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Completed 12/03/25

BLR 14220 (Rev. 12/13/22)

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: **Kendall County Asset Disposition**

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

Department: **Administration**

Action Requested:

Disposal of Capital Assets

Board/Committee Review:

December 11, 2026 Committee of the Whole

Fiscal impact:

N/A

Background and Discussion:

The Kendall County Board Approved Resolution 25-40, which approves the Kendall County Asset Policy. Per the Kendall County Asset Policy, all Surplus Capital Assets considered for disposal must be presented at a committee meeting and forwarded to County Board for approval.

The following item(s) qualify as a surplus capital asset as they exceeded their estimated useful life and no longer provide a direct benefit to Kendall County. These item(s) have also been circulated to other departments, and no department expressed the need for this vehicle.

Contact Person: Fran Klass
Category: Motor Vehicle/Heavy Equipment
Item Description: 2018 Ford
Condition: Fair
Mileage/Hours: 173,168
Date of Acquisition: 4/23/2018
Intended Method of Disposal: Auction

Staff Recommendation:

Approval of Disposal of Capital Asset

Attachments:

N/A

STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

DAVID J. ROBINSON
CHIEF DEPUTY DIRECTOR

DEPUTY DIRECTORS

EDWARD R. PSENICKA
SECOND DISTRICT

THOMAS D. ARADO
THIRD DISTRICT

DAVID J. ROBINSON
FOURTH DISTRICT

PATRICK D. DALY
FIFTH DISTRICT

BOARD OF GOVERNORS

FIRST DISTRICT:
EILEEN O'NEILL BURKE
STATE'S ATTORNEY
COOK COUNTY

SECOND DISTRICT:
RILEY N. ONCKEN
STATE'S ATTORNEY
DeKALB COUNTY

ERIC WEIS
STATE'S ATTORNEY
KENDALL COUNTY

THIRD DISTRICT:
ROBERT BERLIN
STATE'S ATTORNEY
DuPAGE COUNTY

JOSEPH R. NAVARRO
STATE'S ATTORNEY
LaSALLE COUNTY

FOURTH DISTRICT:
BEN GOETTEN
STATE'S ATTORNEY
JERSEY COUNTY

J. HANLEY
STATE'S ATTORNEY
WINNEBAGO COUNTY

GRAY HERNDON NOLL
STATE'S ATTORNEY
MORGAN COUNTY

FIFTH DISTRICT:
JAMES GOMRIC
STATE'S ATTORNEY
ST. CLAIR COUNTY

JUSTIN HOOD
STATE'S ATTORNEY
HAMILTON COUNTY

www.ilsaap.org

BEN GOETTEN
CHAIRMAN

September 29, 2025

Honorable Eric Weis
Kendall County State's Attorneys
Kendall County Courthouse
807 W. John Street
Yorkville, Illinois 60560

Dear State's Attorney Weis:

I am enclosing an Invoice Statement for Kendall County in the amount authorized by our Board together with the requisite county resolution form. Also, I am pleased to inform you that your County's contribution will remain the same as last year as will the terms of the resolution.

The resolution serves as the official contract between your county and our Agency. Because of audit requirements, we must have a signed copy of the resolution without any changes being made. Unless you send the signed resolution, we are unable to provide any legal services to your county. When the resolution is approved, kindly return a fully executed copy to our Agency.

When the resolution is approved, kindly return a fully executed copy to our Acting Chief Fiscal Officer, Jessica Mitchell.

As always, thank you for your active support.

Looking forward to working with you in the upcoming year.

Very Truly Yours,

Patrick J. Delfino
Director

STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

BEN GOETTEN
CHAIRMAN

September 29, 2025

Honorable Eric Weis
Kendall County State's Attorneys
Kendall County Courthouse
807 W. John Street
Yorkville, Illinois 60560

COLLECTION OF COUNTY MATCHING FUNDS
December 1, 2025 - November 30, 2026

County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE: $41,000

Make check payable to **State's Attorneys Appellate Prosecutor's County Fund** and remit to:

Jessica Mitchell
Acting Chief Fiscal Officer
State's Attorneys Appellate Prosecutor
725 South Second Street
Springfield, Illinois 62704

For questions please contact Jessica Mitchell at 217-782-0960 or jmitchell@ilsaap.org.

PLEASE NOTE: A signed resolution must be returned to the Agency as soon as possible. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE SUBMIT PAYMENT TO THE AGENCY FOR YOUR **COUNTY CONTRIBUTIONS ONLY** . . . do not include payment for any other billing statement such as for special prosecution charges, cannabis fines, etc.

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board, in regular session, this ____ day of _____, 20____ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Kendall County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2025 and ending November 30, 2026, by hereby appropriating the sum of $41,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Kendall County, Illinois, this _____day of _____20____.

Chairman _____

ATTEST: _____
County Clerk

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



November

2025

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	November-23	November-24	October-25	November-25
Calls for Service	707	681	800	803
Police Reports	344	312	379	347
Total Arrests	107	113	148	130
Ordinance Citations Issued	0	0	1	1
TRAFFIC SERVICES				
Traffic Contacts	550	503	531	575
Traffic Citations Issued	263	237	135	226
DUI Arrests	3	10	5	8
TRAFFIC CRASH INVESTIGATIONS				
Property Damage	58	44	48	66
Personal Injury	20	10	10	6
Fatalities	0	0	0	0
TOTAL CRASH INVESTIGATIONS	**78**	**54**	**58**	**72**
VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	56,004	64,512	71,938	64,478
Vehicle Maintenance Expenditures	$0	$0	$17,052	$7,640
Fuel Expenditures	$13,543	$13,053	$14,936	$13,170
Fuel Gallons Purchased	4,410	4,338	4,808	4,725
Squad Damage Reports	0	0	1	2
AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	5	0
Auxiliary Hours	35	75	94	53
TOTAL AUXILIARY HOURS	**35**	**75**	**99**	**53**
EVIDENCE/PROPERTY ROOM				
New Items into Property Room	126	60	104	82
Disposal Orders Processed	14	39	20	41
Items Disposed Of	297	93	67	6
Items Sent to Crime Lab for Processing	27	17	12	6
INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	25	15	19	24
Total Closed Cases (Patrol/Invest)	21	23	25	19
Total Open Cases (Patrol/Invest)	94	116	149	154
Community Policing Meetings/Presentations	28	25	33	24
Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	11	4	6	11
Sex Offender - Address Verifications Completed	12	0	18	0
Sex Offender - Address Verification Attempted	22	0	45	0
Total # of Sex Offenders- Jurisdiction	32	32	30	30
Total # of Sex Offenders- Entire County	84	89	84	87
Violent Offenders Against Youth Registrations	1	1	0	1
VOAY - Address Verification Completed	1	0	6	0
VOAY - Address Verification Attempted	4	0	8	0
Total # of VOAY- Jurisdiction	6	5	8	8
Total # of VOAY- Entire County	27	23	29	30

RECORDS DIVISION

SHERIFF SALES	November-23	November-24	October-25	November-25
Sales Scheduled	10	6	1	2
Sales Cancelled	5	4	1	2
Sales Conducted	5	2	0	0

CIVIL PAPERWORK				
Papers Filed/Received	156	144	207	167
Papers Served/Executed	93	115	162	67
ORDERS OF PROTECTION				
OP Received	10	16	30	14
OP Prohibiting Firearms	5	1	1	0
OP Served	5	23	34	27
REPLEVINS/LEVY				
Replevin/Levy Scheduled	0	0	1	0
Replevin/Levy Conducted	0	0	1	0
SA, SUBPOENA &FOIA REQUESTS				
Electronic and Recording Copy Requests	61	60	86	71
Body/Dash Cam Requests	na	5	52	38
Accident Reports	38	22	18	16
Background Checks	22	37	20	31
Reports	80	57	100	53
Subpoenas	2	2	2	3
TOTAL REQUESTS	**203**	**183**	**278**	**212**
WARRANTS				
Total Warrants on File	1,280	1,176	1,055	1,090
New Warrants Issued	103	121	134	52
Total Warrants Served	46	74	117	14
Warrants Quashed	57	20	25	3
EVICTIONS				
Evictions Scheduled for Month	5	8	12	13
Evictions Cancelled	2	2	5	8
Evictions Conducted	3	6	7	5
FEES				
Civil Process Fees	$2,926	$6,132	$4,026	$4,099
Sheriff Sales Fees	$900	$1,500	$0	$900
Records Fees/Fingerprinting	$315	$350	$370	$285
Bond Processing Fees	$1,446	$791	$691	$710
TOTAL FEES COLLECTED	**$5,587**	**$8,773**	**$5,087**	**$5,994**

CORRECTIONS DIVISION

JAIL POPULATION				
New Intake Bookings	162	174	305	236
Inmates Released	160	176	284	254
Federal Inmate ADP	11	6	4	4
Kendall County Inmate ADP	50	37	46	42
Other Jurisdictions Inmate ADP	14	18	6	7
Average Daily Population	75	61	56	53
ADP of inmates housed in other Jurisdictions	2	5	7	5

JAIL MEALS	November-23	November-24	October-25	November-25
Number of Meals Prepared Consolidated/Aramark	6,972	5,736	5,449	4,863
Price Per Meal	$3.08	$3.08	$4.41	$4.53
INMATE TRANSPORTS				
To and From Kendall County Courthouse	47	37	46	36
Other County Court Transports	1	1	4	3
Out of County Prisoner Pickups	12	18	18	21
To I.D.O.C	2	2	0	1

Medical/Dental Transports	8	3	4	0
Court ordered medical transports	0	0	1	1
Juvenile To and From Youth Homes/Courts	2	10	9	5
Federal Transports	2	2	1	0
To and From Kane County Jail	7	2	4	3
TOTAL INMATE TRANSPORTS	**81**	**75**	**87**	**70**
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.	$34,665.00	$30,450.00	$0.00	$4,056.00
Amount Invoiced for Federal Housing	$30,360	$17,664	$11,408	$11,040
Amount Invoiced for Federal Court Transport	$468	$124	$0	$2,560
Amount Invoiced for Federal Medical Transport	$152	$171	$536	$0
TOTAL INVOICED	**$65,645**	**$48,410**	**$11,944**	**$17,656**
MEDICAL BILLING				
Medical Contractual Services	$18,410	$0	$24,115	$27,608
Prescriptions	$1,139	$0	$680	$0
Medical	$242	$810	$466	$6,801
Dental	$0	$0	$0	$0
Emergency Medical Services	$0	$0	$0	$0
Medical Supplies	$445	$22	$289	$214
TOTAL MEDICAL BILLING	**$20,235**	**$832**	**$25,549**	**$34,624**
Housing Expense				
Kane County Jail	$0	$0	$0	$0
TOTAL HOUSING EXPENSE	**$0**	**$0**	**$0**	**$0**
COURT SECURITY				
Entries	10,157	9,786	12,770	9,300
Items X-rayed	4,432	3,924	5,958	3,499
Bond Call - In Person	62	77	144	124
Bond Call - Video	3	0	0	0
Kendall Prisoners	45	28	54	36
Other Prisoners	16	12	34	12
Arrests made at Courthouse	8	15	40	14
Contraband Refused	37	46	59	47

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	**November-23**	**November-24**	**October-25**	**November-25**
Juvenile	4	6	7	6
Adult	82	55	84	91
TOTAL PARTICIPANTS	**86**	**61**	**91**	**97**

Orders	**November-23**	**November-24**	**October-25**	**November-25**
Presentenced	81	59	82	91
Bischof	28	26	43	46
Post Sentenced	5	2	9	6

Days Defendants Served on EHM	**November-23**	**November-24**	**October-25**	**November-25**
Juvenile	118	157	151	180
Adult	2,272	1,506	2,337	2,416
TOTAL DAYS	**2,390**	**1,663**	**2,488**	**2,596**

EHM VIOLATIONS	November-23	November-24	October-25	November-25
Juvenile	0	1	0	0
Adult	6	13	12	26
TOTAL VIOLATIONS	**6**	**14**	**12**	**26**

COST vs. COLLECTIONS	November-23	November-24	October-25	November-25
Cost	$6,286	$4,374	$6,543	$6,827
Collected	$2,243	$1,933	$18,077	$1,715

KCSO TRAINING

CORRECTIONS DIVISION	November-23	November-24	October-25	November-25
NATURE OF TRAINING				
Annual Mandatory Firearms Quals				1
Basic First Aid				2
Contraband Control				20
CopFTO Academy				1
CourtSmart				0.5
Cultural Awareness & Diversity				2
Fire Extinguisher Refresher				0.25
Fire Prevention & Response Plan for Jails				19
Ground Fighting In-House				7
Handling Medical Emergencies				1
Inmate Record Keeping				1
KC Annual Unlawful Harassment				0.75
Law Enforcement & the Family Dynamic				3
LEADS Re-Cert				1.5
Lexipol DTB's				18.75
Mental Health in Jails				1
NEOGov Cybersecurity Data Privacy & Security				0.25
NEOGov Identity Protection Act				0.25
OC Pepper Spray				0.5
Out of State Warrants				0.25
PREA: Rights, Reporting & Retaliation				1
Rapid Response				8
Riot Response for Corrections				1
Roll Call Previous Conditions				0.25
Roll Call Training				0.75
Roll Call Training PREA 606				0.5
Security & Privacy LEADS				3
Stress Management for Law Enforcement				0.75
Taser 10 Energy Weapon				8
Taser 10 In-House				40
Understanding & Responding to Severely Agitated				1
TOTAL HOURS	**173.50**	**344.75**	**347.25**	**145.25**

OPERATIONS DIVISION	November-23	November-24	October-25	November-25
NATURE OF TRAINING				
Adaptive Decision Making for LE				8
Annual Mandatory Firearms Quals				1
Ballistic Shield Instructor				40
CourtSmart				18.5
Crisis Intervention/Disturbance Calls				0.75
Firearms Restraining Order Act Awareness				4
Freedom of Information Act				2
Ground Fighting Control Tactics for Women				8
Ground Fighting In-House				189
Ground Fighting Escaping Grips & Grabs				8
Hazmat Awareness				8
ICAT Train the Trainer				24
Illinois Notary Public				3.5
Instructor Development				32
LEADS Re-Cert				1.5
Lexipol DTB's				27.75

Mental Health Awareness	5
Officer Stress Management	5
Open Meetings Act Online	2
Security & Privacy LEADS	4.5
Trauma Informed Response to Sexual Abuse/Assault	32
Universal Tactical Pistol	28

TOTAL HOURS	**493.25**	**586.25**	**677.00**	**452.50**

COURT SECURITY	**November-23**	**November-24**	**October-25**	**November-25**
NATURE OF TRAINING				
Contraband Control				5
CourtSmart				3
Fire Prevention & Response Plan for Jails				5
Lexipol DTB's				5.25
Rapid Response				56
Taser 10 In-House				8
TOTAL HOURS	**30.25**	**26.75**	**30.50**	**82.25**

ADMINISTRATION DIVISION	**November-23**	**November-24**	**October-25**	**November-25**
NATURE OF TRAINING				
CourtSmart				1
Freedom of Information Act				2
Open Meetings Act				2
Security & Privacy LEADS				1.5
TOTAL HOURS	**25.75**	**26.50**	**10.00**	**6.50**

AUXILIARY	**November-23**	**November-24**	**October-25**	**November-25**
NATURE OF TRAINING				
Lexipol			8.5	15
Annual Firearms Qual			3.5	7
Rapid Response				8
AHA Instructor Course				3
TOTAL HOURS	**3**	**2.50**	**29.50**	**33.00**

PART TIMERS	**November-23**	**November-24**	**October-25**	**November-25**
NATURE OF TRAINING				
CourtSmart				2.00
Firearms Restraining Order Act Awareness				1.00
Laws of Arrest-Refresher				1.50
LEADS Re-Cert				1.50
Lexipol DTB's				3.75
Rapid Response				16.00
Security & Privacy LEADS				1.50
TOTAL HOURS	**19.50**	**11.00**	**25.25**	**27.25**

Kendall County Clerk				
Revenue Report		**11/1/25-11/30/25**	**11/1/24-11/30/24**	**11/1/23-11/30/23**
Line Item	**Fund**	**Revenue**	**Revenue**	**Revenue**
CLKFEE	County Clerk Fees	$577.50	$575.50	$477.00
MARFEE	County Clerk Fees - Marriage License	$570.00	$900.00	$630.00
CIVFEE	County Clerk Fees - Civil Union	$0.00	$30.00	$0.00
ASSUME	County Clerk Fees - Assumed Name	$15.00	$30.00	$15.00
CRTCOP	County Clerk Fees - Certified Copy	$2,575.00	$1,834.00	$2,428.00
NOTARY	County Clerk Fees - Notary	$0.00	$0.00	$0.00
MISINC	County Clerk Fees - Misc	$42.50	$53.00	$52.45
	County Clerk Fees - Misc Total	$3,780.00	$3,422.50	$3,602.45
RECFEE	County Clerk Fees - Recording	$21,016.00	$21,436.00	$18,477.00
	Total County Clerk Fees	$24,796.00	$24,858.50	$22,079.45
CTYREV	County Revenue	$105,171.75	$39,237.50	$35,755.25
DCSTOR	Doc Storage	$24,765.04	$19,708.64	$10,562.00
GISMAP	GIS Mapping	$37,950.00	$38,820.00	$33,600.00
GISRCD	GIS Recording	$8,087.25	$7,160.75	$2,240.00
INTRST	Interest	$158.95	$147.53	$130.28
RECMIS	Recorder's Misc	$3,539.25	$515.50	$4,553.75
RHSP	RHSP/Housing Surcharge	$20,790.00	$20,718.00	$17,172.00
TAXCRT	Tax Certificate Fee	$2,080.00	$3,760.00	$2,440.00
TAXFEE	Tax Sale Fees	$1,388.00	$1,924.00	$1,993.60
PSTFEE	Postage Fees	$176.00	$62.70	$288.21
CK # 20085	To KC Treasurer	$228,902.24	$156,913.12	$130,814.54
Death Certificate Surcharge sent from Clerk's office $1540.00 ck # 20084				
Dom Viol Fund sent from Clerk's office $95.00 ck 20083				

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

****THESE ARE NOT FINAL NUMBERS FOR FY25**

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	70.11%
State Income Tax	$3,640,768	$4,352,122	119.54%	$4,117,401	128.32%
Local Use Tax	$810,000	$337,418	41.66%	$787,118	97.18%
State Sales Tax	$700,000	$1,314,038	187.72%	$925,640	154.27%
County Clerk Fees	$300,000	$308,039	102.68%	$275,729	78.78%
Circuit Clerk Fees	$1,310,000	$1,526,553	116.53%	$1,356,785	135.68%
Fines & Foreits/St Atty.	$310,000	$350,168	112.96%	$458,183	176.22%
Building and Zoning	$100,000	$133,950	133.95%	$141,177	166.09%
Interest Income	$800,000	$2,007,306	250.91%	$2,448,686	376.72%
Health Insurance - Empl. Ded.	$1,398,187	$1,409,989	100.84%	$1,172,154	71.28%
1/4 Cent Sales Tax	$3,906,000	$4,721,847	120.89%	$4,025,539	122.73%
County Real Estate Transf Tax	$450,000	$633,980	140.88%	$608,406	135.20%
Federal Inmate Revenue	$201,480	$182,283	90.47%	$253,092	50.25%
Sheriff Fees	$121,765	$92,037	75.59%	$114,083	106.37%
TOTALS	**$14,698,200**	**$17,842,938**	**121.40%**	**$17,325,458**	**124.97%**
Public Safety Sales Tax	**$8,000,000**	**$8,597,172**	**107.46%**	**$7,211,378**	**90.14%**
Transportation Sales Tax	**$8,000,000**	**$8,597,172**	**107.46%**	**$7,211,378**	**90.14%**

****These are NOT final numbers for FY25. We will be posting accruals through 01/31/2026.**

*Includes major revenue line items excluding real estate property taxes which are to be collected later.

EXPENDITURES

All General Fund Offices/Categories					
	$39,482,538	**$36,617,627**	**92.74%**	**$34,804,754**	**94.31%**

Office of the Kendall County Coroner
Jacquie Purcell

Monthly Report
November 2025

* In November, there were 27.5 hours of community service served at the Kendall County Coroner's Office.

* Medication Collection: 0 lbs.
* SHARPS Collection: 70.3 lbs.

November 4 - Coroner Purcell presented for the Oswego High School Forensics Science Class.
November 6 - Coroner Purcell and Chief Deputy Coroner Gotte presented for Montgomery Police Department's quarterly training. (A Shift)
November 13 - Coroner Purcell and Chief Deputy Coroner Gotte presented for Montogmery Police Department's quarterly training. (B Shift)
November 13 - Coroner Purcell provided a morgue tour and presentation for the Anatomy & Physiology Science Class from Yorkville Christian High School.
November 18-19 - Coroner Purcell attended the ICMEA training at the IACO Conference in Bloomington, IL.

Deaths Report to the M.E.		Deaths Investigations	
November 2025	37	**November 2025**	6
YTD	408	**YTD**	72

MEI Scene Investigations		Postmortem Examinations	
November 2025	4	**November 2025**	1
YTD	62	**YTD**	23

Manner of Death						
	Natural	**Accident**	**Suicide**	**Homicide**	**Undetermined**	**Pending**
November 2025	35	0	0	0	0	2
YTD	367	19	14	1	3	4

Cremation Permits Issued	
November 2025	25
YTD	274

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2025-0375	Natural	Cardiac-Hypertension	01-20-1947	11-01-2025	None	No
2025-0376	Natural	Neoplasm/Cancer	06-29-1940	11-02-2025	None	No
2025-0377	Natural	Neoplasm/Cancer	10-15-1944	11-03-2025	None	No
2025-0378	Natural	Neoplasm/Cancer	06-24-1950	11-04-2025	None	No
2025-0379	Natural	Cardiac	01-25-1937	11-04-2025	None	No
2025-0380	Natural	Neoplasm/Cancer	12-12-1954	11-05-2025	None	No
2025-0381	Natural	Cirrhosis	12-20-1955	11-06-2025	None	No
2025-0382	Natural	Neoplasm/Cancer	12-09-1942	11-06-2025	None	No
2025-0383	Pending	Asphyxia-Suffocation-Choking	06-22-1943	11-07-2025	None	No
2025-0384	Natural	Neoplasm/Cancer	12-11-1944	11-08-2025	None	No
2025-0385	Natural	Cardiac-ASCVD-IHD and Hypertension	03-22-1946	11-09-2025	None	No
2025-0386	Natural	Cardiac	08-17-1943	11-09-2025	None	No
2025-0387	Natural	Cardiac-ASCVD-IHD	07-08-1927	11-09-2025	None	No
2025-0388	Pending	Treatment Complication	05-19-1971	11-10-2025	Full	Yes
2025-0389	Natural	Neoplasm/Cancer	02-03-1948	11-11-2025	None	No
2025-0390	Natural	Cardiac	11-02-1934	11-12-2025	None	No
2025-0391	Natural	Dementia-Alzheimers	07-27-1942	11-13-2025	None	No
2025-0392	Natural	Pulmonary	04-05-1938	11-14-2025	None	No
2025-0393	Natural	Cardiac-ASCVD-IHD	08-31-1942	11-15-2025	None	No
2025-0394	Natural	Neoplasm/Cancer	02-24-1987	11-15-2025	None	No
2025-0395	Natural	Neoplasm/Cancer	07-30-1985	11-18-2025	None	No
2025-0396	Natural	Neoplasm/Cancer	02-05-1971	11-18-2025	None	Yes
2025-0397	Natural	Dementia-Alzheimers	02-09-1929	11-19-2025	None	No
2025-0398	Natural	Neoplasm/Cancer	10-16-1985	11-19-2025	None	No
2025-0399	Natural	Dementia-Alzheimers	02-11-1935	11-19-2025	None	No
2025-0400	Natural	Nervous System- Stroke	11-13-1934	11-20-2025	None	No
2025-0401	Natural	Cardiac	11-19-1953	11-21-2025	None	Yes
2025-0402	Natural	Cardiac	06-24-1942	11-22-2025	None	No
2025-0403	Natural	Neoplasm/Cancer	02-05-1949	11-23-2025	None	Yes
2025-0404	Natural	Neoplasm/Cancer	04-18-1943	11-25-2025	None	No
2025-0405	Natural	Neoplasm/Cancer	08-14-1972	11-25-2025	None	No
2025-0406	Natural	Pulmonary-COPD	11-13-1940	11-27-2025	None	No
2025-0407	Natural	Renal Disease	12-27-1949	11-28-2025	None	No
2025-0408	Natural	Neoplasm/Cancer	07-06-1934	11-28-2025	None	No
2025-0409	Natural	Nervous System- Stroke	09-25-1938	11-29-2025	None	No
2025-0410	Natural	Dementia-NOS	11-29-1924	11-30-2025	None	No

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2025-0411	Natural	Dementia-NOS	07-16-1935	12-01-2025	None	No

Grundy County Office
1320 UNION STREET
MORRIS, IL
815.941.3247

Kendall County Office
109 W RIDGE STREET
YORKVILLE, IL
630.553.4168

December 1, 2025

Mrs. Burns and Mrs. Kucharz,

In accordance with Illinois School Code section 105 ILCS 5/3-5, I would like to report under affirmation to the County Board a list of acts as county superintendent for the quarter from September 1, 2025 – November 30, 2025.

Sincerely,

Meghan S Martin
Regional Superintendent of Schools

Office Activity

Activity Completed	Number	Activity Completed	Number
School Bus Driver Class Trainings	15	Registrations for testing at the Professional Training and Testing center	426
School Bus Drivers Trained	262	Parapro Tests Issued	2
Fingerprints submitted at both offices(Grundy/Kendall)	720	Truancy Hearings completed between both offices (Grundy/Kendall)	5
Phone calls taken	1085	School District Compliance Visit	0
Walk in patrons served	1157	School Building Health Life Safety Inspections and Occupancy Walk through	16

Quarter Activity – Septmber 2025

Date:	Activity Completed
02	• IGA Planning Meeting - Zoom
03	• Meeting with Grundy Co. Sheriff's Dept – Morris Office • Opioid Funds Committee Subcommittee Meeting - Grundy
04	• IRIS Training • ISBE/IARSS Monthly Meeting • Education/Personnel Meeting
05	• Kane/Kendall Building Trades Meeting
08	• Meeting with Graceful Therapy
09	• Grundy/Kendall Superintendents' Meeting – Saratoga School • Grundy Co. Board Meeting
10	• Dept. Head Quarterly Meeting – Kendall Co • Grundy County Local Emergency Planning Committee Meeting

Grundy County Office
1320 UNION STREET
MORRIS, IL
815.941.3247

Kendall County Office
109 W RIDGE STREET
YORKVILLE, IL
630.553.4168

11	• Supervisor Bi-weekly Meeting – Grundy • Kendall Retired Teachers Assoc. luncheon – Whitetail Ridge • HLS Inspections – Bristol Bay & Bristol Grade – Yorkville • Meeting with Oswego Admin Staff – Oswego Admin Center
12	• Morris Grade School Event • IASA Three Rivers Meeting - Shorewood
15	• Leave for IARSS - Springfield
16	• IARSS - Springfield
17	• IARSS – Springfield – return • Meet with auditors – West & Co. • Launch Meeting IGA with ISBE – zoom
18	• ~~HLS Inspections – Autumn Creek & Grand Reserve – Yorkville~~ Rescheduled • Opioid Funds Committee Subcommittee Meeting - Grundy • Meeting re. facilities - Kendall
19	• Illinois Assoc. of School Business Officials mtg – Morris CC
22	• Kendall Food Pantry Outing
23	• Yorkville 115 – State of the District Luncheon – Whitetail Ridge
24	• Truancy Hearing - Kendall
25	• Supervisor Bi-Weekly Meeting – Grundy • HLS Inspections – Autumn Creek & Grand Reserve – Yorkville
26	• Graceful Therapy Symposium and Panel participation – Society 57 Aurora
30	• Grundy/Kendall Safety and Security Meeting - Yorkville

Quarter Activity – October 2025

Date:	Activity Completed
1	• PAASSS Planning/Discussion - Zoom
2	• Admin Academy – Grundy Office • ISBE/IARSS Monthly Meeting • Oswego Chamber new member event – Whitetail Ridge Golf Dome

Grundy County Office
1320 UNION STREET
MORRIS, IL
815.941.3247

Kendall County Office
109 W RIDGE STREET
YORKVILLE, IL
630.553.4168

3	• Meeting with Grundy Co. United Way • Meeting with Premier Academy
6	• Check in with Professional Development Staff - Zoom
7	• Area 1 Meeting – Cary, IL
8	• Truancy Hearing – Grundy • ISBE and Il State Police Webinar - online
9	• ALOP Conversation Meeting – Zoom • Coffee and Co – Illinois Valley Industries – Morris • Clear Armor Demo – Grundy County • HLS Inspections – Yorkville High School & Transition Center - Yorkville
13	• Holiday
14	• Meeting – Kendall County Outdoor Ed Center
15	• GCSEC Board Meeting
16	• Stakeholder Meeting – Kendall Co. Health Dept • Budget Presentation – Committee of the Whole – Kendall Co.
17	• Illinois Assoc. of School Business Officials mtg – Morris CC
21	• Kendall Co Board Meeting • HLS Inspections – Homestead, The Wheatlands, Wolfs Crossing, Brokaw - Oswego
22	• ROE Touchpoint Webinar • McKinney Vento Meeting – Zoom • Supervisor Luncheon - Grundy
23	• HLS Inspections – Yorkville Grade & Yorkville HS Academy - Yorkville
28	• IARSS Training Module – RSAC (Raising Student Achievement Conference) • Court – Kendall Co • 504 Meeting – Plano HS
29	• Meeting – Kendall Co Outdoor Ed Center & Kendall Forest Preserve
30	• HLS Inspections – Circle Center & Yorkville Intermediate School – Yorkville • Opioid Funds Committee Subcommittee Meeting - Grundy

Grundy County Office
1320 UNION STREET
MORRIS, IL
815.941.3247

Kendall County Office
109 W RIDGE STREET
YORKVILLE, IL
630.553.4168

Quarter Activity – November 2025

Date:	Activity Completed
3	• Meeting – website updates – Cloud Nine • Leave for IARSS - Springfield
4	• IARSS Springfield
5	• IARSS Springfield & return
6	• Supervisor Bi-weekly meeting - Grundy • HLS Inspections – Yorkville MS & Early Childhood - Yorkville
7	• IASA Three Rivers Mtg - Shorewood
11	• Holiday
12	• Grundy/Kendall Superintendents' Meeting – Minooka Admin Center • Advisory Day Meeting – GAVC • Local Emergency Planning Committee Meeting – Grundy • Yorkville Chamber New Member Event - Yorkville
13	• ISBE School Finance Workshop – Grundy • Child Advocacy Board Exec Meeting - Grundy
14	• IASBO Meeting – Morris CC • Administrator Academy - Online
17	• School Inspections – Coal City Schools • Truancy Hearings – Kendall Co
18	• Kendall County Board Meeting • Area 1 Meeting – Zoom • HLS Inspections – Fox Chase & Lakewood Creek - Oswego
19	• GCSEC Meeting & luncheon – Grundy • Truancy Hearing - Grundy
20	• Supervisor Bi-Weekly Meeting – Grundy • PAASSS Quarterly Meeting – Online • IPRA Ingestion Pathway Training – Online • Truancy Meeting – Kendall Co. Courthouse
21	• Conference with Regional Board of Trustees President • Thanksgiving Feast – Premier Academy

Grundy County Office
1320 UNION STREET
MORRIS, IL
815.941.3247

Kendall County Office
109 W RIDGE STREET
YORKVILLE, IL
630.553.4168

24	• Regional Launch Meeting for Newly Designated Targeted Schools – Grundy EMA • Mystery Reader – Minooka Primary Center
25	• Opioid Funds Committee Subcommittee Meeting - Grundy – online • ~~Juvenile Justice Committee – Exec~~ Cancelled • ~~Juvenile Justice Committee - Meeting~~ Cancelled
27 - 28	• Holiday & Office Closed

Sign up for the ROE 24 Monthly Newsletter: Building Blocks -

The new www.roe24.org website is up and running!

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 DECEMBER 2025

	J. MAJER	C. WHEATON	K. GUSTAFSON	R.LANCILOTI	C.WITHERUP	S. HOLLMEYER	New Files	TOTAL
Criminal Felony:	**133**	**163**	**267**			**57**	**134**	
Class M-	6	2						
Class X-	7	23	2					
Class 1-	5	6	8					
Class 2-	32	37	52			1		
Class 3-	29	36	87			28		
Class 4-	53	56	114			27		
MX/SVP/Post C.:	1	3	4				2	
Criminal CM:	**28**	**23**	**88**	**62**	**42**	**65**	**50**	
Criminal DUI/DT:	**10**	**2**	**2**	**23**	**14**	**25**	**31**	
Criminal DV:	**20**	**10**	**3**	**59**	**15**	**43**	**31**	
Traffic Offenses (TR):	**10**	**19**	**46**	**111**	**6**	**64**	**16**	
Traffic Offenses (MT):	**15**	**13**	**12**	**164**	**79**	**151**	**125**	
Juvenile JA/Truancy JV:			**7**	**90**	**14**	**102**	**33**	

	J. MAJER	C. WHEATON	K. GUSTAFSON	R.LANCILOTI	C.WITHERUP	S. HOLLMEYER	New Files	TOTAL
Juvenile JD:			**1**	**55**	**16**	**36**	**16**	
Class X-						5		
Class 1-				2		2		
Class 2-				12	1	5		
Class 3-				11	2	4		
Class 4-			1	7	3	4		
CM-				23	10	16		
Criminal Contempt:								
Civil Law/Other:								
Conditions Call Only:							**24**	
Total Open/NOV-25:	**216**	**230**	**426**	**564**	**186**	**543**		**2,165**
Total Open/OCT-25:	**217**	**231**	**369**	**569**	**253**	**496**		**2,135**
Total Closed/OCT-25:	**11**	**30**	**13**	**52**	**36**	**25**		**167**
Total New Files-OCT-25:	**23**	**21**	**100**	**88**	**111**	**95**		**438**



KENDALL COUNTY VETERANS ASSISTANCE COMMISION

2025 YEAR END REPORT

TO

KENDALL COUNTY BOARD

KENDALL COUNTY CHAIRMAN HONORABLE MATT KELLOGG

HONORABLE SCOTT GENGLER

HONORABLE BRIAN DEBOLT

HONORABLE RUBEN RODRIGUEZ

HONORABLE JASON PETERSON

HONORABLE SETH WORMLEY

HONORABLE ELIZABETH FLOWERS

HONORABLE DAN KOUKOL

HONORABLE ZACH BACHMANN

HONORABLE BROOKE SHANLEY

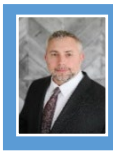
Prepared by

TIMOTHY STUBINGER

SUPERINTENDENT

VETERANS ASSISTANCE COMMISSION OF KENDALL COUNTY

Our Staff



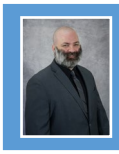
Superintendent
Timothy Stubinger
U.S. Marine Corps



Assistant Superintendent
Andrew Gagner
U.S. Army



VSO
Administrative Assistant
Michelle Zekas



VSO
Matthew Dolmyer
U.S. Marine Corps



Outreach Coordinator
Sara Gavin

Drivers



Driver
Ed Kurz
U.S. Army



Driver
Mike Wilson
U.S. Army



Driver
Robert Gholston
U.S. Army

MISSION STATEMENT:

Our motto, "Service Over Self "highlights our team's dedication to helping those who have served our country. We strive to better the lives of veterans and their families as they have made the American way of life possible. Whether navigating an application for benefits, mourning the loss of someone close, or venting over coffee, we are committed to serving those who have selflessly sacrificed for the things we enjoy.

Fiscal year 2025 was a successful year. The VAC hired two additional staff which have provided the office with much needed claims assistance as well as outreach to the community. Along with superior claims assistance, the VAC rebuilt its entire outreach program. In an effort to create a community around Veterans we developed a VAC Community Partnership with local business and organizations to serve Veterans of Kendall County with discounted rates or free services.

The Veterans Service Officers of Kendall County work diligently at their duties to ensure all Veterans as well as dependents are provided for with an attention detail that is only rivaled by their passion for their duties. The Veterans Assistance Commission has served our community for twenty-three years and counting. We, as an organization, look forward to fulfilling the promise of all Veterans Service Organizations, which is to provide support to the Veteran community by providing assistance with all state, local, and federal benefits.

It is with great pleasure that I submit to the Kendall County Chairman, the Honorable Mr. Matt Kellogg and the Kendall County Board the annual report for the Veterans Assistance Commission of Kendall County (VACKC or VAC).

As of 2025, Kendall County has a population of 4,241 Veterans. Additionally, we have nearly the same number of surviving spouses and dependents. The focus of the Veterans Assistance Commission of Kendall County is the following:

1. Veteran’s disability and pension claims, Dependence Indemnity Compensation and Survivors Pension.
2. Health Care.
3. Low-income rental assistance and food assistance.
4. Transportation for VA medical appointments.
5. Outreach and Community involvement.

ECONOMIC IMPACT

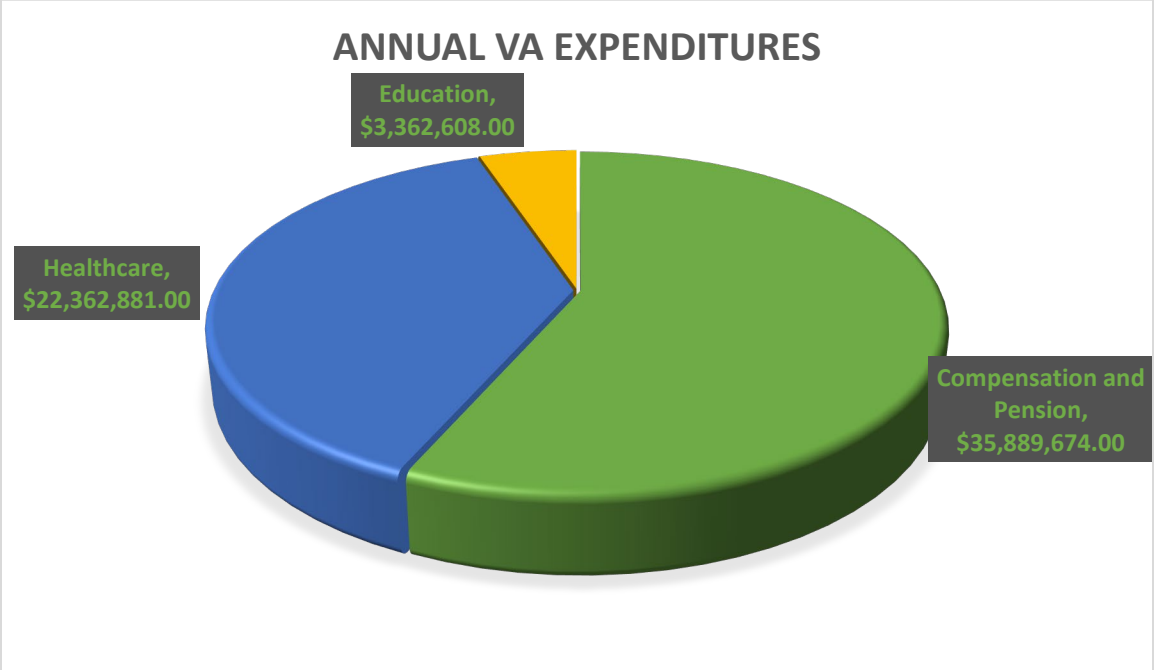
In FY2025, the Veterans Assistance Commission of Kendall County assisted Veterans in obtaining $3,308,664.00 in monthly disability benefits. With these new monetary awards, the total benefit in regards to Veteran’s compensation and

pension totals $35,899,674. Veterans that live in Kendall County have increased spending power and wealth that strengthens the community as a whole.

Healthcare is also a key component in showing the effectiveness of the Veterans Assistance Commission. Enrollment into VA healthcare reduces costs to tax payers for older, indigent, and low-income Veterans. Through the efforts of the VAC enrolling Veterans into healthcare, the VA is responsible for providing healthcare to most Veterans that reside in Kendall County at the cost of $22,362,881.00 annually.

Education benefits as well provides Veterans with necessary education and training to become successful residents of Illinois. The Department of Veterans Affairs is allocating $3,362,608.00 annually in education benefits to Kendall County Veterans.

In total, Kendall County Veterans are the recipients of $61,615,163.00 in benefits from the Department of Veterans Affairs. With a budget of $569,287.00, this equates to a return of $108.00 for every dollar levied to the VACKC.



FINANCIAL ASSISTANCE/ OUTREACH

The Veterans Assistance Commission provides rental/ mortgage assistance as well as food assistance for low-income Veterans and/or dependents. As of 2025 we served twelve (12) low-income Veterans and/or dependents. The office successfully assisted three Veterans in obtaining gainful employment. We currently provide assistance for four (4) low-income Veterans and/or dependents. Annually we provide $35,000.00 in rental/mortgage assistance and $10,000.00 in food

assistance. Our goal is to provide the help needed for able-bodied Veterans and dependents the opportunity to get back on their feet and assist older Veterans and dependents that are on a fixed income for as long as needed.

The Veteran Service Officers try to go above and beyond in their efforts to support Veterans that are homeless. This year the VAC assisted a family that lost everything they had in a fire; not only did we assist them in finding housing but we replaced some of the necessities that were destroyed. Our VSOs provided temporary housing for a homeless Veteran to see if we could get them off the streets. We then contacted the necessary resources to make their housing situation permanent. The VAC with its community partners were able to prevent a Veteran from committing self-harm during a mental health crisis. These examples are a credit to the staff and their dedication to Veterans and this community.



The new outreach team continues to make efforts to grow our "whole-community" ideals. For FY2025, the VAC has participated in every Veteran related event which is a 98% increase from the previous year. As an organization, we have a desire to assist the local VFW, American Legions, and Marine Corps League with activities they host for Veterans and their families. We want to ensure the survival of these organizations by introducing Veterans to the capabilities and comradery these organizations offer and that Veterans once had in the military. Beyond Veteran

events, the VAC has taken the initiative to develop a Community Partnership Program. The program is made up of local organizations as well as business that provide free or discounted services to Veterans. For FY2026, the goal of the outreach program is to continue to take part in all Veteran's and community events, grow the reach, capabilities, and resources of the Community Partnership Program.

TRANSPORTATION

The Veterans Assistance Commission also provides a transportation service that provides chauffer services to all Veterans as well as dependents of deceased Veterans. Our transportation system covers medical appointments locally to private practices as well as VA Community Based Outpatient Clinics (CBOCs) and VA hospitals. We provided 439 rides to VA facilities in FY2025 with an additional 197 rides for local non-VA medical appointments. The VACKC operates three vehicles including a modified bus with features that assist Veterans with major mobility concerns. Looking forward to FY2026, the VAC will be adding an additional wheelchair accessible vehicle to our fleet. This is to expand are capabilities is to provide rides to an aging Veteran population.



Wheel Chair Accessible
Hines/ Chicago



Local Appointments

Every year the Veterans Assistance Commission, its Delegates and Alternates of the board, and in coalition with Kendall County, work diligently in support of Veterans and their dependents. Our staff is passionate often going above and beyond when meeting the needs of our Veterans. The VAC Board of Directors always shows their support of the VAC through participation and offering guidance. As a Purple Heart County, the Kendall County Board has been integral in our ability to maintain the level of service our office provides. They provided us with a space to do business, training opportunities, and financial support. The VAC does not operate alone, it

works in tandem, we are a team that ensures that every responsible effort is taken to ensure our Veterans are cared for.

The Veterans Assistance Commission would also like to thank the individual tax payer of Kendall County. It is because of you we have the ability to provide just and necessary services to Veterans of Kendall County. Thank you!

Respectfully Submitted By

Timothy Stubinger

Timothy Stubinger

Superintendent

Kendall County Veterans Assistance Commission

Special Thanks to or Delegates and Alternates of 2025

President Nancy Judge – Yorkville American Legion post 489

Vice President Josh Chamness - Oswego American Legion Post 675

Sergeant At Arms Bryan Gulley – VFW Post 7452

Secretary- Vacant

Chaplain Ken Periman- VFW Post 7452

Alternate Anthony Cella Sr.- Yorkville American Legion Post 489

Alternate Phil Morland- Oswego American Legion Post 675

Delegate David La Frances- Plainfield American Legion Post 13

Alternate Robert Schiavo- Plainfield American Legion Post 13

Delegate Benjamin Carney- Plano American Legion Post 395

Alternate Gary Fruland- Plano American Legion Post 395

Delegate Oscar Ramirez- Fox Valley Marine Corps League Det. 1233

Alternate Dustin Dunn- Fox Valley Marine Corps League Det. 1233

VACKC Liaison Jason Peterson- Kendall County Board

In Memory of Brian Clason (08/31/1955-10/15/2024)

Plano American Legion Post 395

VACKC Board Member from 2016-2024





Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: New Family Neonatal Intensive Care Unit Leave Policy (Section 8.14 in the Kendall County Employee Handbook)

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources

Action Requested:

Approval of the Family Neonatal Intensive Care Unit Leave Policy.

Board/Committee Review:

Dec. 1, 2025 HR & Insurance Committee: Forward to County Board

Fiscal impact:

NA

Background and Discussion:

Pursuant to the Illinois Neonatal Intensive Care Family Leave Act, eligible employees may take up to a maximum of twenty (20) days of unpaid leave to care for their child while their child is a patient in a neonatal intensive care unit (NICU), effective June 1, 2026. The attached proposed Family Neonatal Intensive Care Unit Leave Policy is intended to comply with this new state law with an effective date of January 1, 2026 to align with other policy effective dates as recommended by the HR & Insurance Committee.

Staff Recommendation:

Approval of a new Family Neonatal Intensive Care Unite Leave Policy

Attachments:

1. Family Neonatal Intensive Care Unit Leave Policy (Section 8.14 in the Kendall County Employee Handbook)

Section 8.14	Family Neonatal Intensive Care Unit Leave Policy
Effective Date: 1/1/2026 Last Amended Date:	Source Doc/Dep.: None/HR

Section 8.14 FAMILY NEONATAL INTENSIVE CARE UNIT LEAVE POLICY

Pursuant to the Illinois Neonatal Intensive Care Family Leave Act ("Act"), eligible employees may take up to a maximum of twenty (20) days of unpaid leave to care for their child while their child is a patient in a neonatal intensive care unit (NICU).

1. DEFINITIONS

A. **"Eligible employee"** is any employee who has worked for the employer for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the leave request.

B. **"Child"** is an eligible employee's biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing in loco parentis.

C. **"Neonatal Intensive Care Unit (NICU)"** is a special care unit in a hospital that provides medical treatment to premature or critically ill infants.

2. NICU LEAVE

Eligible employees are entitled to an unpaid leave of absence for a maximum of twenty (20) days or the length of time the eligible employee's child was a patient in the NICU, whichever is less.

NICU leave may be taken continuously or intermittently, at the employee's discretion, in accordance with the needs of the child's care in the NICU. NICU leave must be taken in a minimum increment of two (2) hours.

While NICU leave under the Act is unpaid, eligible employees may choose to (but shall not be required to) use their paid benefit time (e.g., personal, banked sick, and/or vacation) for the duration of their NICU leave.

Employees eligible for leave under the federal Family and Medical Leave Act (FMLA) must first exhaust their FMLA entitlement before using NICU leave.

To request NICU leave, an employee must submit their request to their immediate supervisor, Executive, and/or their Designated Human Resources Representative. The Employer will require the employee to provide reasonable verification of their child's NICU admission and discharge dates. This verification may include medical documentation from

the NICU (e.g., a written statement from the healthcare provider indicating the child's NICU stay and length of stay.) An employee is *not* required to provide any confidential medical information protected under the Health Insurance Portability and Accountability Act (HIPAA).

3. JOB RESTORATION AND BENEFITS

Upon returning from approved NICU leave, an eligible employee is entitled to return to their same position or a substantially equivalent position with no loss of benefits (e.g., health insurance, vacation, sick leave) held or accrued prior to taking leave.

During approved NICU leave, the Employer will maintain the eligible employee's health insurance benefits as if the employee were actively at work, in accordance with the same terms and conditions as if the employee had not taken NICU leave. To arrange payment of the employee's portion of their health insurance benefits premiums while the employee is on approved NICU leave, the employee must contact Benefits@kendallcountyil.gov.

4. NO RETALIATION

No adverse employment action shall be taken against an employee because the employee exercised their rights or attempts to exercise their rights under the Act; opposes practices which the employee believes to be in violation of the Act; or supports the exercise of rights of another under the Act.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/16/2025

Subject: Approval of Petition 25-08, Special Use Permit at 2241 Route 52

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-08, a Request from Jeremy M. and Samantha L. Dippold on Behalf of Best Budget Tree, LLC for a Special Use Permit for Outdoor Storage of Recreational Vehicles and Boats at 2241 Route 52, Minooka (PIN: 09-15-200-003) in Seward Township; Property is Zoned A-1

Previous Board/Committee Review:

ZPAC-Approval of Original Proposal (5-0-4-1) on August 6, 2025

Kendall County Regional Planning Commission-Denial of Original Proposal (3-5-1) on October 22, 2025

Kendall County Zoning Board of Appeals-Denial of Original Proposal (1-3-3) on October 27, 2025

Kendall County Planning, Building and Zoning Committee-Amended Proposal (5-0) on December 8, 2025

Fiscal impact:

N/A

Background and Discussion:

The record for the Petition can be found here, https://www.kendallcountyil.gov/home/showpublisheddocument/33714/638978599259000000.

During the review by the Regional Planning Commission and Zoning Board of Appeals, the suggestion was made to change access from Arbeiter Road to Route 52 and concerns were expressed regarding access to the property.

To accommodate the above concerns, the proposal was amended as follows:

a. The number of stalls was reduced in Phase I from one hundred sixty-three (163) to one hundred fifty-eight (158) and in Phase II to from one hundred sixty-three (163) to one hundred fifty-four (154) for a total of three hundred twelve (312) spaces.

b. The fence has been moved from five feet (5') to thirty feet (30') off of the eastern and

northern property lines. This causes the tree line to be outside of the fenced area.

c. A fence will be installed on a line from the western end of the north part of the Arbeiter Road access to the western property line.

d. The dumpster area has been moved west of the parking area.

e. A fence has been added west of the existing buildings.

f. Gates have been added at the western end of the main east-west fence and at the existing southern-most building for the fence west of the existing buildings.

g. The business sign has been moved to Route 52.

h. The Arbeiter Road access will be twenty-four feet (24') wide, have a sliding gate with Knox Box at the west end, and will be used for fire access only.

i. The hours of operation to between 6:00 a.m. and 9:00 p.m., with no public access outside these hours of operation.

Staff Recommendation:
Approval with Conditions

Attachments:

Draft Ordinance

ORDINANCE NUMBER 2025-_____

GRANTING A SPECIAL USE PERMIT FOR OUTDOOR STORAGE OF RECREATIONAL VEHICLES AND BOATS AT 2241 ROUTE 52, MINOOKA, (PIN: 09-15-200-003) IN SEWARD TOWNSHIP

WHEREAS, Sections 36-112, 36-113, and 36-114 of the Kendall County Code permits the Kendall County Board to grant special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-282 (54) of the Kendall County Code permits the operation of outdoor storage of recreational vehicles and boats businesses as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

WHEREAS, the property which is the subject of this ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately forty-eight plus or minus (48 +/-) acres at 2241 Route 52, Minooka (PIN: 09-15-200-003), in Seward Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and the property shall hereinafter be referred to as "the subject property"; and

WHEREAS, the subject property is owned by Best Budget Tree Service, LLC, as represented by Jeremy M. and Samantha L. Dippold and shall hereinafter be referred to as the "Petitioner"; and

WHEREAS, on or about July 22, 2025, Petitioner filed a petition for a special use permit to allow the operation of an outdoor storage of recreational vehicles and boats business at the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on September 11, 2025, and following due and proper notification to the Village of Shorewood on or about September 10, 2025, and following due and proper notification to Seward Township on or about September 10, 2025, and following due and proper notification to the property owners of record of properties located within seven hundred fifty feet (750') of the subject property on or about September 10, 2025, the Kendall County Zoning Board of Appeals initiated a public hearing on September 29, 2025, at 7:00 p.m., in the Historic Court House, at 110 W. Madison Street, in Yorkville, and continued the public hearing to October 27, 2025, at 7:00 p.m., in the Historic Court House, at 110 W. Madison Street, in Yorkville at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the requested special use permit and three members of the public testified in favor and two members of the public testified in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended denial of the special use permit as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated October 27, 2025, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested special use permit; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of

Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.

2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit allowing the operation of an outdoor storage of recreational vehicle and boat business on the subject property subject to the following conditions:

   A. The site shall be developed substantially in accordance with the site plan attached hereto Exhibit C.

   B. Items stored outdoors at the subject property related to this special use permit are limited to boats and recreational vehicles. No junk or debris, as defined by the Kendall County Code, shall be stored outdoors on the property.

   C. Other than the perimeter trees, fencing, and no junk and debris requirements, the conditions contained in this special use permit shall not extend to the forestry operations conducted on the subject property.

   D. Within ninety (90) days of approval of this special use permit, the owners of the subject property shall dedicate a strip of land along the perimeter of Arbeiter Road thirty-three feet (33') in depth as measured from the center Arbeiter Road to Seward Township. The Kendall County Planning, Building and Zoning Department may grant an extension to this deadline.

   E. The hours of operation for the business allowed by this special use permit shall be daily from 6:00 a.m. until 9:00 p.m. Patrons may only access the storage area during these hours of operation.

   F. Other than the owners of the business allowed by this special use permit, the business allowed by this special use permit shall have zero (0) employees.

   G. None of the vehicles or items parked or stored on premises shall be considered agricultural equipment as they relate to the businesses allowed by the special use permit.

   H. All of the vehicles or items stored on the premises shall be maintained in good condition with no deflated tires and shall be licensed if required by law. Except for battery and tire replacement, no maintenance of vehicles or items parked or stored on the premises shall occur onsite.

   I. The owners of the business allowed by this special use permit shall diligently monitor the property for leaks from vehicles and items stored on the premises and shall promptly clean up the site if leaks occur.

   J. The noise regulations are as follows:

      Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds

sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of the property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

K. The owners of the business allowed by the special use permit shall secure applicable permits for the parking area and sign near the entrance of Route 52. All of the parking stalls shall have signage identifying their stall number and directional signage may be installed throughout the site. Permits shall not be required for the parking stall signage and any directional signage installed on the property. None of the signs shall be illuminated.

L. KenCom and other emergency responding organizations shall be provided the access codes to the Knox Boxes.

M. The operator(s) of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

N. The operator(s) of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of the business allowed by the special use permit.

O. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permits.

P. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

3. This special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 16th day of December, 2025.

Attest:

Kendall County Clerk	Kendall County Board Chairman
Debbie Gillette	Matt Kellogg

LEGAL DESCRIPTION

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
(EXCEPT THE NORTH 1043.62 FEET OF THE EAST 417.40 FEET THEREOF AND ALSO EXCEPT THE SOUTH 417.42 FEET OF THE EAST 417.42 FEET THEREOF,
AND ALSO EXCEPT THAT PART OF THE EAST 417.40 FEET LYING NORTH OF THE NORTH LINE OF THE SOUTH 417.42 FEET AND LYING SOUTH OF THE SOUTH LINE OF THE NORTH 1109.62 FEET THEREOF, AND ALSO EXCEPT THE WEST 402 FEET OF THE EAST 819.42 FEET OF THE SOUTH 417.42 FEET THEREOF,
AND ALSO EXCEPT THE WEST 402.02 FEET OF THE EAST 819.42 FEET OF THE NORTH 341.07 FEET OF THE SOUTH 758.49 FEET THEREOF), IN THE TOWNSHIP OF SEWARD, IN KENDALL COUNTY, ILLINOIS.

Exhibit B

The Kendall County Zoning Board of Appeals initiated a public hearing on the Petition 25-08 on September 29, 2025, and continued the public hearing to October 27, 2025. On October 27, 2025, the Kendall County Zoning Board of Appeals issued the following Findings of Fact. The same day, the Kendall County Zoning Board of Appeals issued the following Recommendation. Members Cherry, Fox, and Thompson were absent.

FINDINGS OF FACT-SPECIAL USE PERMIT

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **The establishment, maintenance, or operation of the special use will be detrimental and will endanger the public health, safety morals, comfort, or general welfare.**

Members LeCuyer and Whitfield disagreed with this Finding.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **A The special use will be injurious to the use and enjoyment of property in the immediate vicinity and will diminish and impair property values. The proposed use does not make adequate provisions for buffers, landscaping, fencing, or other improvements necessary to insure that the proposed use does not adversely impact adjacent uses.**

Member Whitfield disagreed with this Finding.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **If a stormwater management permit is issued based on the submitted materials, drainage should not be an issue. If Seward Township approves the access from Arbeiter Road, ingress and egress should not be an issue.**

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. **If the County Board approves the outdoor storage request, this is true. No variances are required.**

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The proposed use is inconsistent with the purpose and objectives of the Land Resource Management Plan. Also, the Kendall County Regional Planning Commission recommended denial of the Petition.**

Chairman Mohr and Member Whitfield disagreed with this Finding.

RECOMMENDATION

Denial by a vote of one (1) in favor (Whitfield) and three (3) in opposition (LeCuyer, Mohr, and Prodehl).

SITE DATA:

Total Site Area:	48.59 ac.
Current Zoning:	A1
Proposed Zoning:	A1-SU
Current Land Use:	Forestry
Proposed Land Use:	Forestry-SU

PARKING:

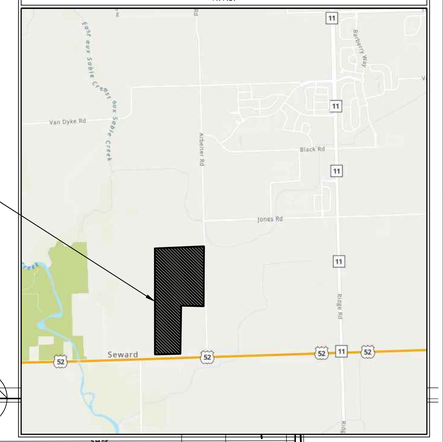
Phase 1	12'x35'	Stalls	158 stalls
Phase 2	12'x35'	Stalls	154 stalls
Total	12'x35'	Stalls	312 Stalls

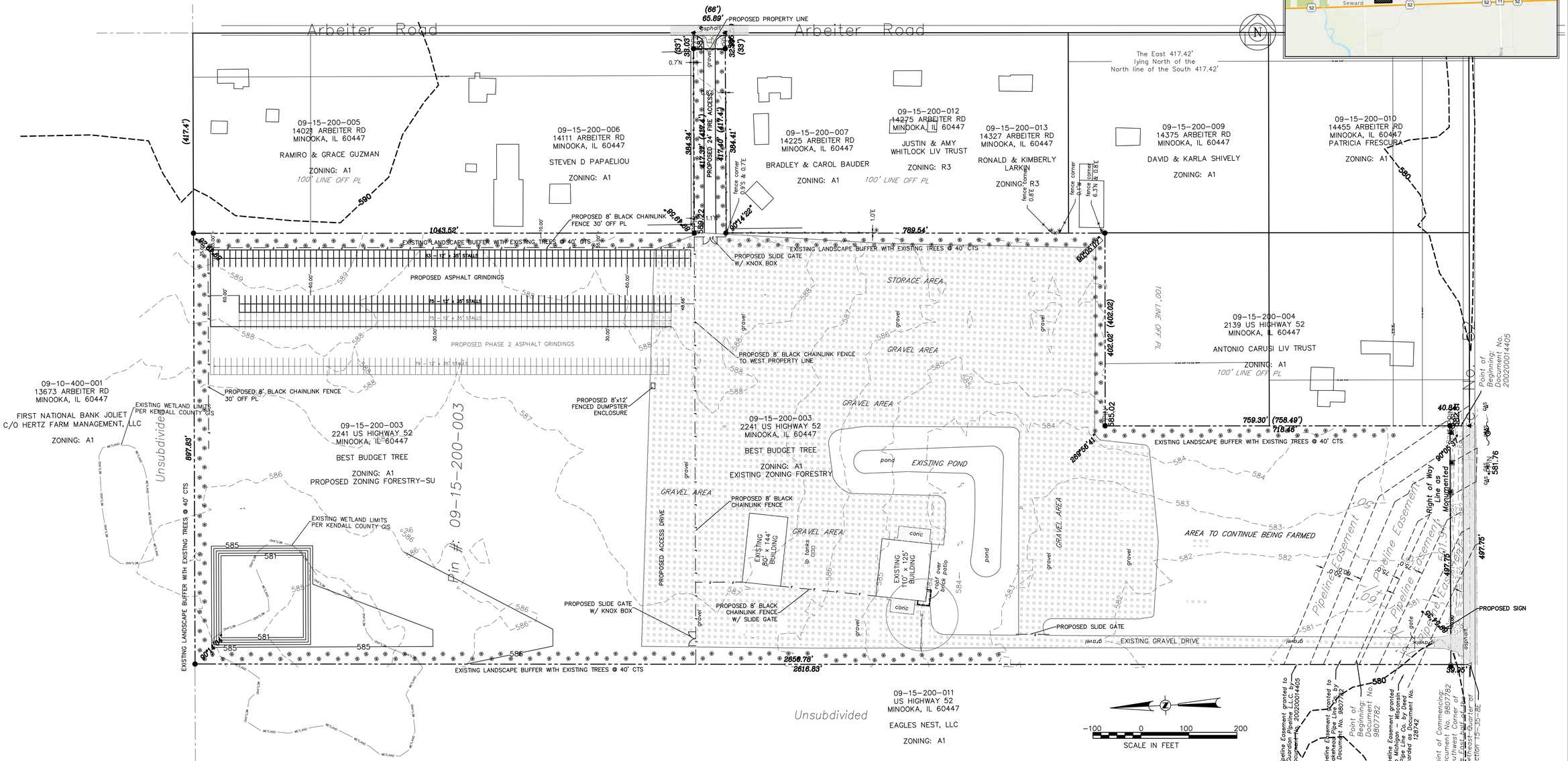
PARKING AREA TABLE:

Total Site Area:	48.59 ac. 2,116,580 sf
Phase 1 Parking:	178,036 s.f. 4.09 ac
Phase 2 Parking:	105,352 s.f. 2.42 ac
Total Asphalt Grindings:	283,388 s.f. 6.51 ac

LOCATION MAP

N.T.S.





TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES

PREPARED FOR:
BEST BUDGET TREE SERVICE
2241 US ROUTE 52, MINOOKA, IL

BEST BUDGET TREE SITE PLAN

FINAL PLAN

PROJECT NO.	24 424 03
SCALE:	1" = 100'
DATE:	JUNE 16, 2025

SHEET NO. 1 OF 1 SHEET

KENDALL COUNTY
Ordinance No. _____

An Ordinance for the Establishment of Altered Speed Zones on Various County Highways

WHEREAS, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

WHEREAS, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department or others; and

WHEREAS, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

THEREFORE, BE IT ORDAINED, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

AND BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

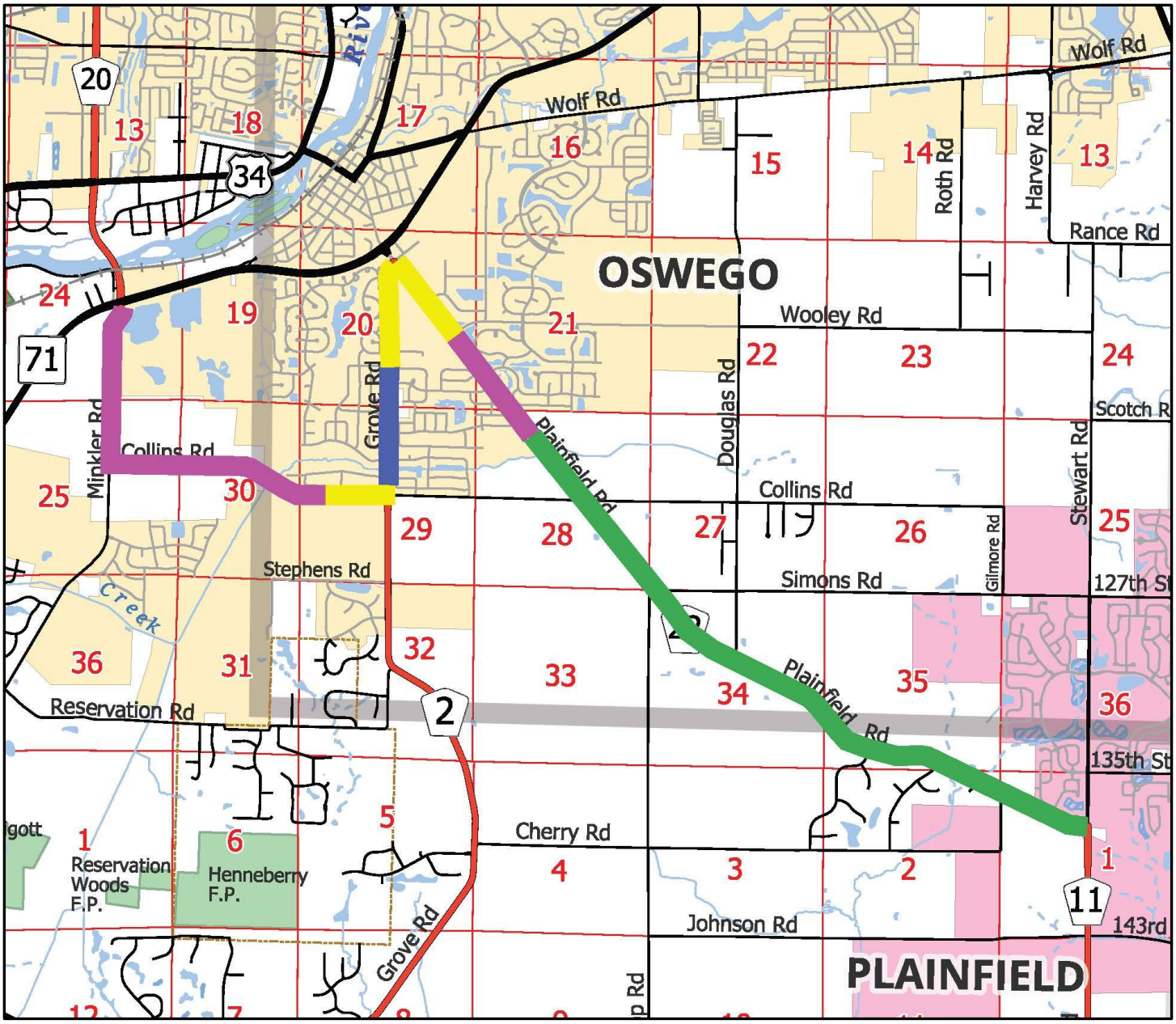
SCHEDULE OF ALTERED SPEED ZONES

Street or Highway	Exact Limits of Zone(s)	Maximum Speed Limit
Minkler Road	Collins Road to Ill. Rte. 71	45 MPH
Collins Road	Minkler Road to 500’ West of Blue Heron Drive	45 MPH
Collins Road	500’ West of Blue Heron Dr. to Grove Road	35 MPH
Grove Road	Collins Road to 500’ South of Lakeview Drive	40 MPH
Grove Road	500’ South of Lakeview Dr. to Plainfield Road	35 MPH
Plainfield Road	Grove Road to Woolley Road	35 MPH
Plainfield Road	Woolley Road to Andover Drive	45 MPH
Plainfield Road	Andover Drive to Ridge Road	50 MPH

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D., 2025.

_____
Debbie Gillette – County Clerk

SEAL



	35 MPH
	40 MPH
	45 MPH
	50 MPH

First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Kendall County Sheriff's Office (IL) ("**Customer**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**".

Axon and Customer are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Kendall County Sheriff's Office (IL), dated December 18, 2024 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
    a. Cloud Services Terms of Use Appendix (*Replaces previous Cloud Services Terms of Use Appendix*)
    b. Professional Services Appendix
    c. Technology Assurance Plan Appendix
    d. TASER Device Appendix (*Replaces previous TASER Device Appendix*)
    e. ALPR Appendix
    f. Channel Services Appendix
    g. Investigate Appendix
    h. AI Technology Appendix
    i. Quote Q-750161-45943LB

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Kendall County Sheriff's Office (IL)

Signature: _____

Name: _____

Title: _____

Date: _____

Kendall County (IL) Board

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   - "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
   - "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
   - "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
   - "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
   - "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
   - "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
   - "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
   - "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
   - "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
   - "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.2 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.3 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   - **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

   - **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    - If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
    - Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
    - In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    - Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
    - An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
    - New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
    - End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    - **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.
    - **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

- **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    - copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
    - reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
    - access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
    - use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
    - access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
    - remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
    - use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

Definitions.

AI Technology. Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

- **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

22. Scope and Usage.

Integration. Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

Data Use. Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

- **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
  - **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
  - **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
  - **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

23. Axon Responsibilities.

Ethical AI Development. Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

- **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

Transparency. Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

Incident Response. Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

Compliance. Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

Customer Responsibilities.

Ownership of Customer Content. Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

Use of AI Technologies. Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

Restrictions. AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

Policy Chat. This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

- **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

Draft One. Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

24. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

25. Auto-Transcribe. This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

Axon Unlimited Transcribe. Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

Amendments. Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form

for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within

Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

   5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

   5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

   6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

   6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

   6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

   7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions**.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-750161-45943LB

Issued: 10/13/2025

Quote Expiration: 12/18/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 174393

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Kendall County Sheriff's Office - IL 1102 Cornell Ln Yorkville, IL 60560-9597 USA	Kendall County Sheriff's Office - IL 1102 Cornell Ln Yorkville IL 60560-9597 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Luke Baldwin Phone: Email: lbaldwin@axon.com Fax:	Jason Langston Phone: (630) 553-7500 Email: jlangston@co.kendall.il.us Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$7,435,932.40
ESTIMATED TOTAL W/ TAX	$7,435,932.40

Discount Summary

Average Savings Per Year	$117,781.76
TOTAL SAVINGS	$1,177,817.55

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$711,999.98	$0.00	$711,999.98
Jan 2027	$725,308.86	$0.00	$725,308.86
Jan 2028	$742,308.86	$0.00	$742,308.86
Jan 2029	$750,902.10	$0.00	$750,902.10
Jan 2030	$750,902.10	$0.00	$750,902.10
Jan 2031	$750,902.10	$0.00	$750,902.10
Jan 2032	$750,902.10	$0.00	$750,902.10
Jan 2033	$750,902.10	$0.00	$750,902.10
Jan 2034	$750,902.10	$0.00	$750,902.10
Jan 2035	$750,902.10	$0.00	$750,902.10
Total	**$7,435,932.40**	**$0.00**	**$7,435,932.40**

Quote Unbundled Price:	**$8,613,694.80**
Quote List Price:	**$7,447,786.80**
Quote Subtotal:	**$7,435,932.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	120	$294.01	$248.53	$248.53	$1,491,180.00	$0.00	$1,491,180.00
IR2CB	Interview Room 2 Camera Essential	2	120	$442.67	$467.64	$467.64	$112,233.60	$0.00	$112,233.60
S00016	AXON AI - AI ERA	96	120	$302.89	$238.92	$238.92	$2,752,358.40	$0.00	$2,752,358.40
B00032	OSP-UNLIMITED 10YR	96	120	$188.16	$174.09	$174.09	$2,005,516.80	$0.00	$2,005,516.80
A la Carte Hardware									
100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57			$12.00	$12.00	$684.00	$0.00	$684.00
100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57			$20.00	$20.00	$1,140.00	$0.00	$1,140.00
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4			$899.00	$899.00	$3,596.00	$0.00	$3,596.00
100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1			$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
H00001	AB4 Camera Bundle	96			$899.00	$899.00	$86,304.00	$0.00	$86,304.00
H00002	AB4 Multi Bay Dock Bundle	12			$1,638.90	$1,638.90	$19,666.80	$0.00	$19,666.80
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	120		$12.12	$12.12	$139,622.40	$0.00	$139,622.40
73739	AXON PERFORMANCE - LICENSE	96	120		$12.12	$12.12	$139,622.40	$0.00	$139,622.40
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	120		$36.59	$36.59	$421,516.80	$0.00	$421,516.80
ProLicense	Pro License Bundle	8	120		$54.52	$54.03	$51,868.80	$0.00	$51,868.80
A la Carte Services									
101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6			$399.00	$0.00	$0.00	$0.00	$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	10			$899.00	$0.00	$0.00	$0.00	$0.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
85144	AXON BODY - PSO - STARTER	1			$10,000.00	$10,000.00	$10,000.00	$0.00	$10,000.00
80190	AXON EVIDENCE - CHANNEL SERVICES	1			$50,000.00	$50,000.00	$50,000.00	$0.00	$50,000.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	120		$12.12	$12.12	$139,622.40	$0.00	$139,622.40
Total							**$7,435,932.40**	**$0.00**	**$7,435,932.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	01/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK	96	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RAPIDLOCK			
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	106	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	106	1	01/01/2026
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	106	1	01/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	12	1	01/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	12	1	01/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	12	1	01/01/2026
Fleet 3 Advanced 10 Year	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	50	1	01/01/2026
Fleet 3 Advanced 10 Year	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	50	1	01/01/2026
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - VEHICLE	50	1	01/01/2026
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	50	1	01/01/2026
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	01/01/2026
Interview Room 2 Camera Essential	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	1	01/01/2026
Interview Room 2 Camera Essential	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	01/01/2026
Interview Room 2 Camera Essential	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	01/01/2026
Interview Room 2 Camera Essential	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	1	01/01/2026
Interview Room 2 Camera Essential	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1	01/01/2026
Interview Room 2 Camera Essential	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	1	01/01/2026
Interview Room 2 Camera Essential	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	1	01/01/2026
Interview Room 2 Camera Essential	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	1	01/01/2026
OSP-UNLIMITED 10YR	101886	SIGNAL SENSOR	96	1	01/01/2026
OSP-UNLIMITED 10YR	101889	AXON SIGNAL - BATTERY - CR2032	96	1	01/01/2026
A la Carte	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	01/01/2026
A la Carte	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	1	01/01/2026
A la Carte	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	1	01/01/2026
A la Carte	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	1	01/01/2026
OSP-UNLIMITED 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	99	1	07/01/2028
OSP-UNLIMITED 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	1	07/01/2028
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	01/01/2031
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	50	1	01/01/2031
OSP-UNLIMITED 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	99	1	01/01/2031
OSP-UNLIMITED 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	1	01/01/2031
OSP-UNLIMITED 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	99	1	07/01/2033
OSP-UNLIMITED 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	1	07/01/2033
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	50	1	01/01/2036
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	1	1	01/01/2036
OSP-UNLIMITED 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	99	1	01/01/2036
OSP-UNLIMITED 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	1	01/01/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA	101740	AXON - AI SOFTWARE LICENSE	96	02/01/2026	01/31/2036
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	02/01/2026	01/31/2036
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	02/01/2026	01/31/2036
Fleet 3 Advanced 10 Year	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	50	02/01/2026	01/31/2036
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	02/01/2026	01/31/2036
Interview Room 2 Camera Essential	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	02/01/2026	01/31/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Essential	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	02/01/2026	01/31/2036
Interview Room 2 Camera Essential	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	02/01/2026	01/31/2036
Interview Room 2 Camera Essential	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	02/01/2026	01/31/2036
Interview Room 2 Camera Essential	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	02/01/2026	01/31/2036
Interview Room 2 Camera Essential	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	02/01/2026	01/31/2036
OSP-UNLIMITED 10YR	73447	AXON FUSUS - LICENSE - PLUS USER	96	02/01/2026	01/31/2036
OSP-UNLIMITED 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	96	02/01/2026	01/31/2036
OSP-UNLIMITED 10YR	73638	AXON STANDARDS - LICENSE	96	02/01/2026	01/31/2036
OSP-UNLIMITED 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	960	02/01/2026	01/31/2036
OSP-UNLIMITED 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	96	02/01/2026	01/31/2036
OSP-UNLIMITED 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	96	02/01/2026	01/31/2036
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	02/01/2026	01/31/2036
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	02/01/2026	01/31/2036
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	02/01/2026	01/31/2036
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	02/01/2026	01/31/2036
A la Carte	73739	AXON PERFORMANCE - LICENSE	96	02/01/2026	01/31/2036

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA	101741	AXON - AI PROFESSIONAL SERVICES	96
Fleet 3 Advanced 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	50
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	50
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	50
Interview Room 2 Camera Essential	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	1
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Essential	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2		
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	50	01/01/2027	01/31/2036
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	50	01/01/2027	01/31/2036
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	01/01/2027	01/31/2036
OSP-UNLIMITED 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	01/01/2027	01/31/2036
OSP-UNLIMITED 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	96	01/01/2027	01/31/2036
OSP-UNLIMITED 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	01/01/2027	01/31/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1102 Cornell Ln	Yorkville	IL	60560-9597	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$344.32	$0.00	$344.32
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$287.25	$0.00	$287.25
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$40,360.77	$0.00	$40,360.77
Year 1	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$65.49	$0.00	$65.49
Year 1	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$478.76	$0.00	$478.76
Year 1	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$109.16	$0.00	$109.16
Year 1	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$13,369.02	$0.00	$13,369.02
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$13,369.02	$0.00	$13,369.02
Year 1	73739	AXON PERFORMANCE - LICENSE	96	$13,369.02	$0.00	$13,369.02
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$287.25	$0.00	$287.25
Year 1	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$4,787.56	$0.00	$4,787.56
Year 1	85144	AXON BODY - PSO - STARTER	1	$957.51	$0.00	$957.51
Year 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 1	B00032	OSP-UNLIMITED 10YR	96	$192,030.78	$0.00	$192,030.78
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$142,782.36	$0.00	$142,782.36
Year 1	H00001	AB4 Camera Bundle	96	$8,263.72	$0.00	$8,263.72
Year 1	H00002	AB4 Multi Bay Dock Bundle	12	$1,883.12	$0.00	$1,883.12
Year 1	IR2CB	Interview Room 2 Camera Essential	2	$10,746.51	$0.00	$10,746.51
Year 1	ProLicense	Pro License Bundle	8	$4,966.50	$0.00	$4,966.50
Year 1	S00016	AXON AI - AI ERA	96	$263,541.86	$0.00	$263,541.86
Total				**$711,999.98**	**$0.00**	**$711,999.98**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$350.76	$0.00	$350.76
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$292.62	$0.00	$292.62
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$41,115.20	$0.00	$41,115.20
Year 2	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$66.72	$0.00	$66.72
Year 2	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$487.71	$0.00	$487.71
Year 2	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$111.20	$0.00	$111.20
Year 2	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$13,618.92	$0.00	$13,618.92
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$13,618.92	$0.00	$13,618.92
Year 2	73739	AXON PERFORMANCE - LICENSE	96	$13,618.92	$0.00	$13,618.92
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$292.62	$0.00	$292.62
Year 2	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$4,877.05	$0.00	$4,877.05
Year 2	85144	AXON BODY - PSO - STARTER	1	$975.41	$0.00	$975.41
Year 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 2	B00032	OSP-UNLIMITED 10YR	96	$195,620.27	$0.00	$195,620.27

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$145,451.28	$0.00	$145,451.28
Year 2	H00001	AB4 Camera Bundle	96	$8,418.19	$0.00	$8,418.19
Year 2	H00002	AB4 Multi Bay Dock Bundle	12	$1,918.32	$0.00	$1,918.32
Year 2	IR2CB	Interview Room 2 Camera Essential	2	$10,947.38	$0.00	$10,947.38
Year 2	ProLicense	Pro License Bundle	8	$5,059.34	$0.00	$5,059.34
Year 2	S00016	AXON AI - AI ERA	96	$268,468.03	$0.00	$268,468.03
Total				**$725,308.86**	**$0.00**	**$725,308.86**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$358.98	$0.00	$358.98
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$299.48	$0.00	$299.48
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$42,078.87	$0.00	$42,078.87
Year 3	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$68.28	$0.00	$68.28
Year 3	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$499.14	$0.00	$499.14
Year 3	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$113.80	$0.00	$113.80
Year 3	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$13,938.12	$0.00	$13,938.12
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$13,938.12	$0.00	$13,938.12
Year 3	73739	AXON PERFORMANCE - LICENSE	96	$13,938.12	$0.00	$13,938.12
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$299.48	$0.00	$299.48
Year 3	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$4,991.36	$0.00	$4,991.36
Year 3	85144	AXON BODY - PSO - STARTER	1	$998.27	$0.00	$998.27
Year 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 3	B00032	OSP-UNLIMITED 10YR	96	$200,205.28	$0.00	$200,205.28
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$148,860.44	$0.00	$148,860.44
Year 3	H00001	AB4 Camera Bundle	96	$8,615.49	$0.00	$8,615.49
Year 3	H00002	AB4 Multi Bay Dock Bundle	12	$1,963.28	$0.00	$1,963.28
Year 3	IR2CB	Interview Room 2 Camera Essential	2	$11,203.98	$0.00	$11,203.98
Year 3	ProLicense	Pro License Bundle	8	$5,177.92	$0.00	$5,177.92
Year 3	S00016	AXON AI - AI ERA	96	$274,760.45	$0.00	$274,760.45
Total				**$742,308.86**	**$0.00**	**$742,308.86**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$363.13	$0.00	$363.13
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$302.95	$0.00	$302.95
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$42,565.99	$0.00	$42,565.99
Year 4	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$69.07	$0.00	$69.07
Year 4	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$504.91	$0.00	$504.91
Year 4	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$115.12	$0.00	$115.12
Year 4	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$14,099.48	$0.00	$14,099.48
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 4	73739	AXON PERFORMANCE - LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$302.95	$0.00	$302.95
Year 4	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$5,049.15	$0.00	$5,049.15
Year 4	85144	AXON BODY - PSO - STARTER	1	$1,009.83	$0.00	$1,009.83
Year 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 4	B00032	OSP-UNLIMITED 10YR	96	$202,522.93	$0.00	$202,522.93
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$150,583.69	$0.00	$150,583.69

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	H00001	AB4 Camera Bundle	96	$8,715.23	$0.00	$8,715.23
Year 4	H00002	AB4 Multi Bay Dock Bundle	12	$1,986.01	$0.00	$1,986.01
Year 4	IR2CB	Interview Room 2 Camera Essential	2	$11,333.68	$0.00	$11,333.68
Year 4	ProLicense	Pro License Bundle	8	$5,237.86	$0.00	$5,237.86
Year 4	S00016	AXON AI - AI ERA	96	$277,941.16	$0.00	$277,941.16
Total				**$750,902.10**	**$0.00**	**$750,902.10**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$363.13	$0.00	$363.13
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$302.95	$0.00	$302.95
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$42,565.99	$0.00	$42,565.99
Year 5	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$69.07	$0.00	$69.07
Year 5	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$504.91	$0.00	$504.91
Year 5	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$115.12	$0.00	$115.12
Year 5	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$14,099.48	$0.00	$14,099.48
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 5	73739	AXON PERFORMANCE - LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$302.95	$0.00	$302.95
Year 5	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$5,049.15	$0.00	$5,049.15
Year 5	85144	AXON BODY - PSO - STARTER	1	$1,009.83	$0.00	$1,009.83
Year 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 5	B00032	OSP-UNLIMITED 10YR	96	$202,522.93	$0.00	$202,522.93
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$150,583.69	$0.00	$150,583.69
Year 5	H00001	AB4 Camera Bundle	96	$8,715.23	$0.00	$8,715.23
Year 5	H00002	AB4 Multi Bay Dock Bundle	12	$1,986.01	$0.00	$1,986.01
Year 5	IR2CB	Interview Room 2 Camera Essential	2	$11,333.68	$0.00	$11,333.68
Year 5	ProLicense	Pro License Bundle	8	$5,237.86	$0.00	$5,237.86
Year 5	S00016	AXON AI - AI ERA	96	$277,941.16	$0.00	$277,941.16
Total				**$750,902.10**	**$0.00**	**$750,902.10**

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$363.13	$0.00	$363.13
Year 6	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$302.95	$0.00	$302.95
Year 6	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$42,565.99	$0.00	$42,565.99
Year 6	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$69.07	$0.00	$69.07
Year 6	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$504.91	$0.00	$504.91
Year 6	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$115.12	$0.00	$115.12
Year 6	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 6	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$14,099.48	$0.00	$14,099.48
Year 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 6	73739	AXON PERFORMANCE - LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 6	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$302.95	$0.00	$302.95
Year 6	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$5,049.15	$0.00	$5,049.15
Year 6	85144	AXON BODY - PSO - STARTER	1	$1,009.83	$0.00	$1,009.83
Year 6	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 6	B00032	OSP-UNLIMITED 10YR	96	$202,522.93	$0.00	$202,522.93
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$150,583.69	$0.00	$150,583.69
Year 6	H00001	AB4 Camera Bundle	96	$8,715.23	$0.00	$8,715.23

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	H00002	AB4 Multi Bay Dock Bundle	12	$1,986.01	$0.00	$1,986.01
Year 6	IR2CB	Interview Room 2 Camera Essential	2	$11,333.68	$0.00	$11,333.68
Year 6	ProLicense	Pro License Bundle	8	$5,237.86	$0.00	$5,237.86
Year 6	S00016	AXON AI - AI ERA	96	$277,941.16	$0.00	$277,941.16
Total				**$750,902.10**	**$0.00**	**$750,902.10**

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$363.13	$0.00	$363.13
Year 7	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$302.95	$0.00	$302.95
Year 7	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$42,565.99	$0.00	$42,565.99
Year 7	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$69.07	$0.00	$69.07
Year 7	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$504.91	$0.00	$504.91
Year 7	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$115.12	$0.00	$115.12
Year 7	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 7	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$14,099.48	$0.00	$14,099.48
Year 7	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 7	73739	AXON PERFORMANCE - LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 7	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$302.95	$0.00	$302.95
Year 7	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$5,049.15	$0.00	$5,049.15
Year 7	85144	AXON BODY - PSO - STARTER	1	$1,009.83	$0.00	$1,009.83
Year 7	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 7	B00032	OSP-UNLIMITED 10YR	96	$202,522.93	$0.00	$202,522.93
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$150,583.69	$0.00	$150,583.69
Year 7	H00001	AB4 Camera Bundle	96	$8,715.23	$0.00	$8,715.23
Year 7	H00002	AB4 Multi Bay Dock Bundle	12	$1,986.01	$0.00	$1,986.01
Year 7	IR2CB	Interview Room 2 Camera Essential	2	$11,333.68	$0.00	$11,333.68
Year 7	ProLicense	Pro License Bundle	8	$5,237.86	$0.00	$5,237.86
Year 7	S00016	AXON AI - AI ERA	96	$277,941.16	$0.00	$277,941.16
Total				**$750,902.10**	**$0.00**	**$750,902.10**

Jan 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$363.13	$0.00	$363.13
Year 8	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$302.95	$0.00	$302.95
Year 8	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$42,565.99	$0.00	$42,565.99
Year 8	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$69.07	$0.00	$69.07
Year 8	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$504.91	$0.00	$504.91
Year 8	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$115.12	$0.00	$115.12
Year 8	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 8	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$14,099.48	$0.00	$14,099.48
Year 8	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 8	73739	AXON PERFORMANCE - LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 8	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$302.95	$0.00	$302.95
Year 8	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$5,049.15	$0.00	$5,049.15
Year 8	85144	AXON BODY - PSO - STARTER	1	$1,009.83	$0.00	$1,009.83
Year 8	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 8	B00032	OSP-UNLIMITED 10YR	96	$202,522.93	$0.00	$202,522.93
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$150,583.69	$0.00	$150,583.69
Year 8	H00001	AB4 Camera Bundle	96	$8,715.23	$0.00	$8,715.23
Year 8	H00002	AB4 Multi Bay Dock Bundle	12	$1,986.01	$0.00	$1,986.01

Jan 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	IR2CB	Interview Room 2 Camera Essential	2	$11,333.68	$0.00	$11,333.68
Year 8	ProLicense	Pro License Bundle	8	$5,237.86	$0.00	$5,237.86
Year 8	S00016	AXON AI - AI ERA	96	$277,941.16	$0.00	$277,941.16
Total				**$750,902.10**	**$0.00**	**$750,902.10**

Jan 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$363.13	$0.00	$363.13
Year 9	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$302.95	$0.00	$302.95
Year 9	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$42,565.99	$0.00	$42,565.99
Year 9	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$69.07	$0.00	$69.07
Year 9	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$504.91	$0.00	$504.91
Year 9	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$115.12	$0.00	$115.12
Year 9	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 9	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$14,099.48	$0.00	$14,099.48
Year 9	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 9	73739	AXON PERFORMANCE - LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 9	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$302.95	$0.00	$302.95
Year 9	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$5,049.15	$0.00	$5,049.15
Year 9	85144	AXON BODY - PSO - STARTER	1	$1,009.83	$0.00	$1,009.83
Year 9	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 9	B00032	OSP-UNLIMITED 10YR	96	$202,522.93	$0.00	$202,522.93
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$150,583.69	$0.00	$150,583.69
Year 9	H00001	AB4 Camera Bundle	96	$8,715.23	$0.00	$8,715.23
Year 9	H00002	AB4 Multi Bay Dock Bundle	12	$1,986.01	$0.00	$1,986.01
Year 9	IR2CB	Interview Room 2 Camera Essential	2	$11,333.68	$0.00	$11,333.68
Year 9	ProLicense	Pro License Bundle	8	$5,237.86	$0.00	$5,237.86
Year 9	S00016	AXON AI - AI ERA	96	$277,941.16	$0.00	$277,941.16
Total				**$750,902.10**	**$0.00**	**$750,902.10**

Jan 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	$363.13	$0.00	$363.13
Year 10	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$302.95	$0.00	$302.95
Year 10	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	96	$42,565.99	$0.00	$42,565.99
Year 10	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	57	$69.07	$0.00	$69.07
Year 10	100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	1	$504.91	$0.00	$504.91
Year 10	100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	57	$115.12	$0.00	$115.12
Year 10	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6	$0.00	$0.00	$0.00
Year 10	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	96	$14,099.48	$0.00	$14,099.48
Year 10	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 10	73739	AXON PERFORMANCE - LICENSE	96	$14,099.48	$0.00	$14,099.48
Year 10	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$302.95	$0.00	$302.95
Year 10	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$5,049.15	$0.00	$5,049.15
Year 10	85144	AXON BODY - PSO - STARTER	1	$1,009.83	$0.00	$1,009.83
Year 10	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 10	B00032	OSP-UNLIMITED 10YR	96	$202,522.93	$0.00	$202,522.93
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	50	$150,583.69	$0.00	$150,583.69
Year 10	H00001	AB4 Camera Bundle	96	$8,715.23	$0.00	$8,715.23
Year 10	H00002	AB4 Multi Bay Dock Bundle	12	$1,986.01	$0.00	$1,986.01
Year 10	IR2CB	Interview Room 2 Camera Essential	2	$11,333.68	$0.00	$11,333.68

Jan 2035						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 10	ProLicense	Pro License Bundle	8	$5,237.86	$0.00	$5,237.86
Year 10	S00016	AXON AI - AI ERA	96	$277,941.16	$0.00	$277,941.16
Total				**$750,902.10**	**$0.00**	**$750,902.10**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/13/2025