



# Kendall County Board Agenda Adjourned September Meeting

Kendall County Office Building  
504 South Main Street, County Board Room, Yorkville IL, 60560  
Wednesday, March 18th, 2026, at 9:00 A.M.  
Meeting Agenda

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
  - A. Honoring Kendall County Employee Service Award Recipients (p.4)
  - B. Centennial Farms Presentation (p.7)
  - C. Polar Plunge Special Olympics
8. Public Comment
  - A. Public Hearing to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311) (p.14)
9. Consent Agenda
  - A. County Board minutes from February 17, 2026 (p.15)
  - B. Committee Minutes (p.19)
  - C. Claims in the amount of \$1,995,671.15 for March 15, 2026
  - D. Chicago HIDTA Initiative Administrative Assistant Contract with Kendall County as the Fiduciary Agent effective April 1, 2026, through March 31, 2028, in the hourly amount of \$41.00 per hour
  - E. Chicago HIDTA Security Officer and Facility Manager Contract with Kendall County as the Fiduciary Agent effective April 20, 2026, through April 19, 2028, a salary amount of \$83,200.00
  - F. FY26 Camera Grant Award between the State of Illinois, Law Enforcement Training and Kendall County in the amount of \$461,552.40 (p.49)
  - G. Petition 26-02, a Request from Debrae L. Chow on Behalf of Jade Restorations, Inc. for a Special Use Permit for a Dwelling Unit for a Watchman and Family at 949 Bell Road, Minooka (Portion of PIN: 09-24-100-012) in Seward Township; Property is Zoned B-3 (p.82)
  - H. Petition 26-03, a Request from Debrae L. Chow on Behalf of Jade Restorations, Inc. for a Major Amendment to a Special Use Permit for a Kennel and Veterinary Granted by Ordinance 2020-01 and amended by Ordinances 2023-05 and 2024-08 at 949 Bell Road, Minooka (Portion of PIN: 09-24-100-012) in Seward Township; Property is Zoned A-1 with a Special Use Permit (p.94)
  - I. Petition 26-05, a Request from Amanda R. Albrecht for the Vacation of Two Five Foot Utility and Drainage Easements Along the Common Lot Lines of Lots 30 and 31 (7296 and 7274 Roberts Court, PINs: 06-08-101-016 and 06-08-101-017) in Na-Au-Say Township; Properties are Zoned RPD-2 (p.102)

- J. Agency reimbursement agreement between Kendall County and BP Midwest Product Pipelines Holdings, LLC related to Ridge Road Reconstruction (p.107)
  - K. Joint Funding Agreement for Federally Funded Construction between State of Illinois and Kendall County for Ridge Road Reconstruction (p.113)
  - L. Resolution appropriating funds for the improvement of Ridge Road and authorizing the County Board Chairman to sign a joint funding agreement with State of Illinois (p.125)
  - M. Resolution appropriating funds for the payment of the county engineer's salary (p.126)
  - N. New Technology Administrative Specialist Job Description (p.127)
  - O. New Finance Department Intern Job Description (p.133)
  - P. Revised Administration Department Intern Job Description (p.138)
  - Q. Revised Finance Analyst Job Description (p.141)
  - R. Revised Finance and Budget Analyst Job Description (p.145)
  - S. New Benefits Coordinator Job Description (p.150)
  - T. Revised Organizational Chart and Headcount (p.156)
  - U. An Ordinance to Provide Public Transportation in Kendall County, Illinois (p.162)
  - V. A Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement (p.164)
  - W. A Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator (p.166)
  - X. Agreement with Fuel Media Holdings, LLC (p.168)
10. Old Business
11. New Business
12. Elected Officials and Department Reports
- A. Sheriff (p.204)
  - B. County Clerk and Recorder (p.210)
  - C. Treasurer (p.211)
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner (p.212)
  - G. Health Department
  - H. Supervisor of Assessments
  - I. Regional Office of Education (p.215)
  - J. EMA (p.219)
  - K. Public Defender (p.221)
  - L. VAC
13. Standing Committee Reports
14. Special Committee Reports
15. Liaison Reports
16. Other Business
17. Chairman's Report

#### Appointments

- Beth Kramer – Ethics Commission – 2yr Term – Expires March 2028
- Donald Brummel – Little Rock-Fox Fire District – 3yr Term – Expires March 2029
- Clifton Eichelberger – Little Rock-Fox Fire District – 3yr Term – Expires March 2029

Scott Wade – Little Rock-Fox Fire District – 3yr Term – Expires March 2029

Cara Brummel – Merit Commission – 5yr Term – Expires March 2031

Phillip Resendiz – Regional Planning Commission – Remainder of Term – Expires December 2026

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*



**Congratulations to the following employees for achieving these service milestones in 2025:**

<b>5 years of service</b>
Roger Bonuchi - EMA
Kathleen Miller – County Clerk and Recorder
Dana Keller – County Clerk and Recorder
Shannon McCarty – Court Services
Shelly Britt – Health and Human Services
Miguel Hernandez – Health and Human Services
Julia Keske – Health and Human Services
Alexis Welchko – Health and Human Services
Michele Riley – Highway
Tristan Borzick – Sheriff’s Office
Kirsten Gackowski – Sheriff’s Office
Christopher Limberg – Sheriff’s Office
Philip Lynch – Sheriff’s Office
Andy Peters – Sheriff’s Office
Mary Smith – Sheriff’s Office
<b>10 years of service</b>
Alicia McCallum – Circuit Clerk
Kimberly Pippin – Circuit Clerk
Zach Klatt – Court Services
Beth Neitzer – Court Services
Brad Hanna – Facilities Management
Doug Harrington – Facilities Management
Matt Leedy – Highway
Marci Vose - Judicial
Kenneth Hester – Sheriff’s Office

<b>10 years of service (continued)</b>
Dee Fuchs – Sheriff’s Office
Andrew Nemenoff – Sheriff’s Office
Michael Smith – Sheriff’s Office
Kesja Stoch – Sheriff’s Office
Mathew Kinsey – Technology
<b>15 years of service</b>
Teresa Wendt – Court Services
Melissa Creamer – Health and Human Services
Cindy Kathe - Health and Human Services
Bob Patula – Highway
<b>20 years of service</b>
Lorraine Staie – Assessments
Sandra Cortez – Health and Human Services
Brian Baird – Sheriff’s Office
John Cady – Sheriff’s Office
Casey Cantwell – Sheriff’s Office
William Curry – Sheriff’s Office
David Lawson - Sheriff’s Office
Anthony Lenard – Sheriff’s Office
Jesse Riebeling – Sheriff’s Office
Joshua Storey – Sheriff’s Office
Jennifer Ostrom – Sheriff’s Office
Caleb Waltmire – Sheriff’s Office
<b>25 years of service</b>
Amy Serby – Health and Human Services
Todd Brautigam – Sheriff’s Office

<b>30 years of service</b>
Craig French – Sheriff’s Office
<b>35 years of service</b>
Scott Koster - Sheriff's Office

*Thank you for your years of dedicated service to Kendall County and its residents!*

# Kendall County

## BICENTENNIAL AND CENTENNIAL FARMS MAP PRESENTATION

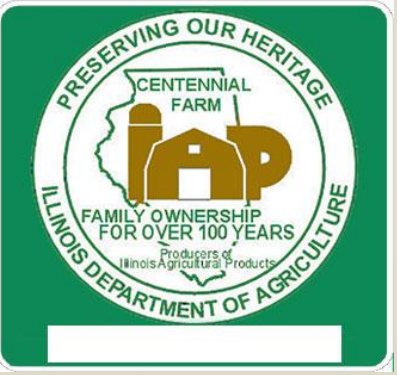


# The Illinois Heritage Farm Program

was established in 2016 by the 99th General Assembly to honor and recognize generations of farmers who have worked to preserve family farms in Illinois.

## To Qualify as One of These Farms

- The same family of ancestral descendants must have owned an agricultural property for the necessary amount of time.
- For an agribusiness to be considered centennial, it must have operated for the necessary amount of time under the same name or ownership.



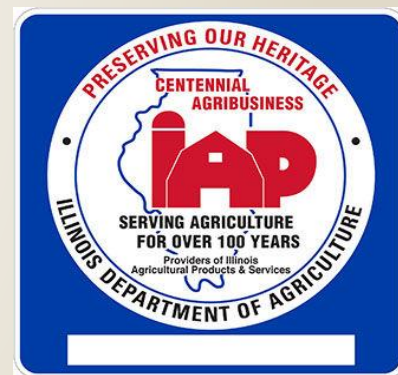
**Centennial Farms**  
Recognized for at least 100 years of continuous family ownership



**Sesquicentennial Farms**  
Recognized for at least 150 years of continuous family ownership



**Bicentennial Farms**  
Recognized for at least 200 years of continuous family ownership



**Centennial Agribusiness**  
Recognized at least 100 years of continuous family ownership of agricultural products in Illinois

# Centennial, Sesquicentennial, and Bicentennial Farm Data

The Illinois Department of Agriculture does offer lookup tools where users can search for these farms, however the data has a variety of issues and there is no associated map.

The screenshot shows the 'Centennial Farm Lookup' page on the Illinois Department of Agriculture website. The page features a search bar, a list of filters (Primary Owner Name, Farm City, Original Purchase, County), and a table of results. The table has columns for County, Primary Owner Name, Farm City, Farm Township, and Original Purchase. The results show three entries for Kendall County.

COUNTY	PRIMARY OWNER NAME	FARM CITY	FARM TOWNSHIP	ORIGINAL PURCHASE
Kendall	Austin	Yorkville	Kendall	1867
Kendall	Wagner		Little Rock	
Kendall	Knudson	Minooka	Seward	1894

Showing 1 to 3 of 3 entries (filtered from 10,774 total entries) Previous 1 Next

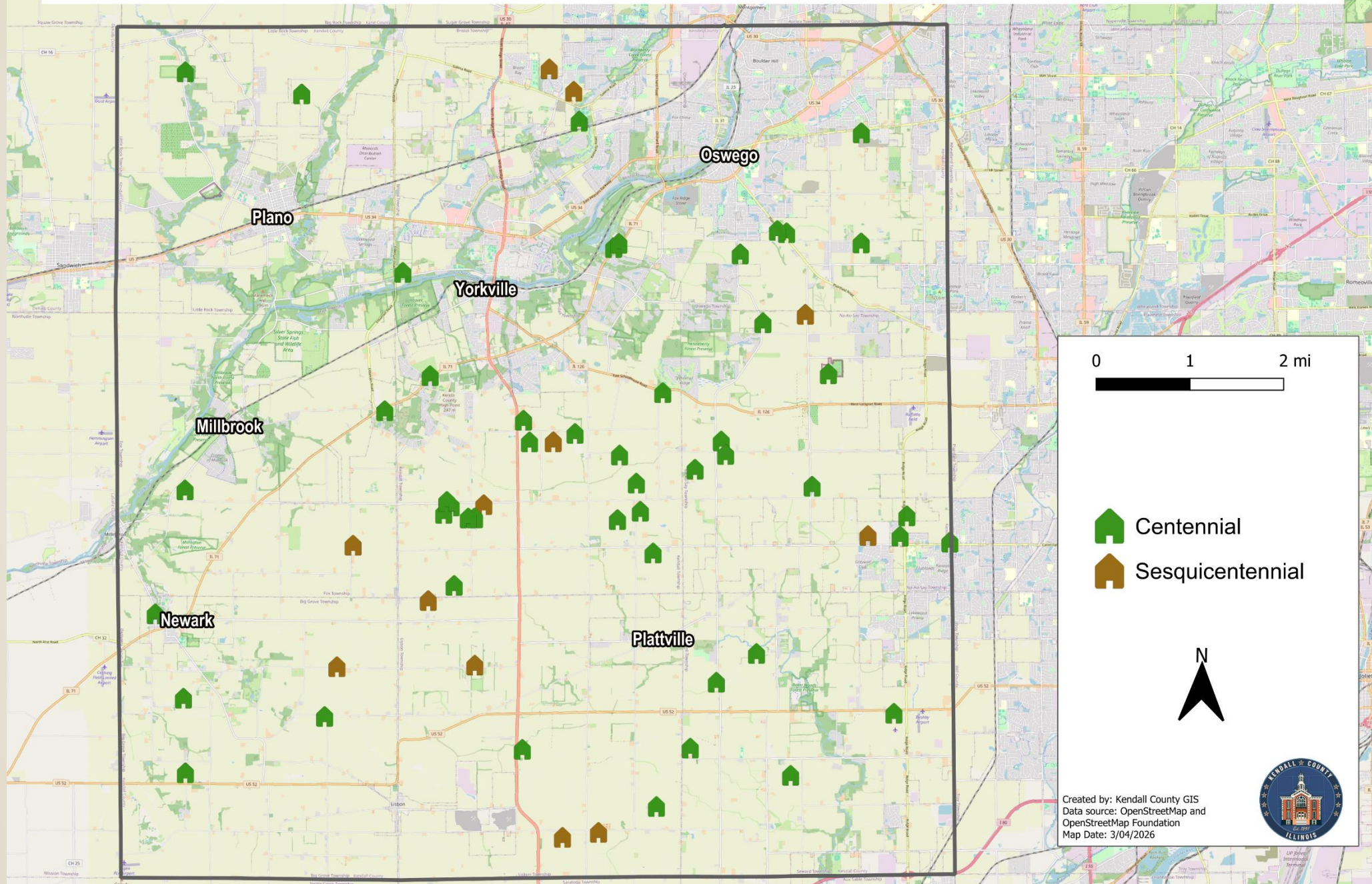
	A	B	E	F	J	R
1	ID	Primary Owner Name	Farm Address	Farm City	Original Purchase	Legal Description of Land
5	KENDALL	BRETTHAUER		YORKVILLE	1865	E1/2 NE1/4 S29 T36N R7E 3PM
9	KENDALL	CONSTANTINE	3576 E. PLAINFIELD ROAD	OSWEGO	1874	S 1/2 NW 1/4 S 28
30	KENDALL	MATLOCK	RT 1, BOX 460	YORKVILLE	1840	
49	KENDALL	ROBB	CREEK ROAD	LITTLE ROCK	1857	ATTACHED
50	KENDALL	VOGEN	RR2	NEWARK	1850	NW1/4 NE1/4 W1/2 NE1/4 NE1/4 S6 T35N R7E 3PM
51	KENDALL	VOGEN	RR2	NEWARK	1850	NW1/4 NE1/4 W1/2 NE1/4 NE1/4 S6 T35N R7E 3PM
70	KENDALL	WYKES	14250 SEARS ROAD	PLANO	1896	THE E1/2 OF THE NE1/4 OF SEC10 T37N R6E OF THE 3RD PM
83						

Sesquicentennial Centennial +

We reached out to DoA for further info and received a spreadsheet with the info they have. From here, we cleaned up the data and mapped out the heritage farms in Kendall County.

Do you have a contact at DoA? We would love to get in touch and share our work with them and help revamp this project!

# Kendall County 2026 Centennial and Sesquicentennial Farm Map



# Jay Woods Forest Preserve

Located at 860 Creek Road in Plano, Jay Woods Forest Preserve is a serene forest preserve known for its scenic beauty and various trails.

Features 120 acres of woodland and prairie that is split into two parcels on the east and west sides of Creek Road, offering visitors a peaceful, natural landscape to explore.



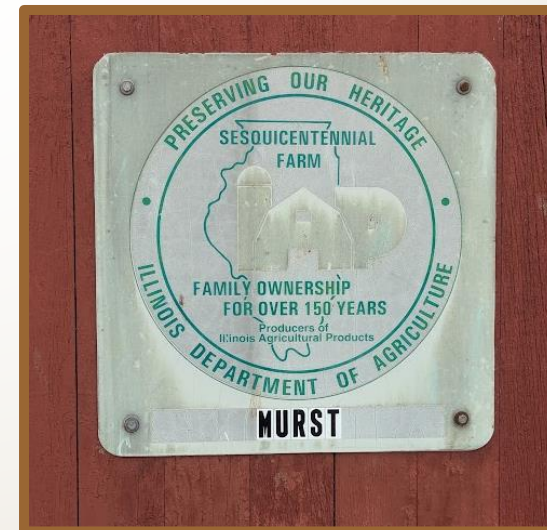
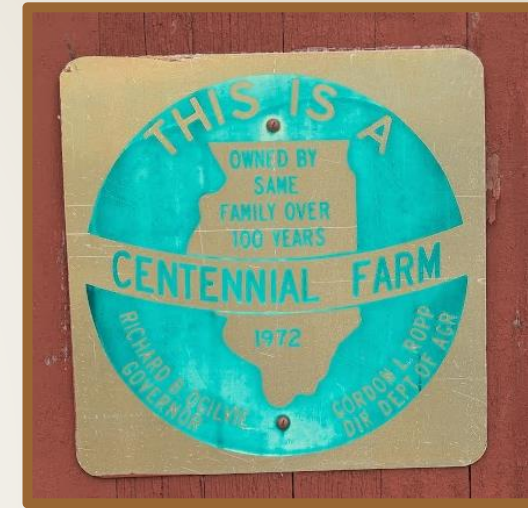
On the east side stands the historic **Centennial Barn** — a charming, walk-through landmark where guests can learn about the preserve's history before setting out on the trails.

# Dickson-Murst Sesquicentennial Farm

Located at 1004 Dickson Road, Bristol. Dickson-Murst Farm is a 4.5-acre historic homestead preserved by the Village of Montgomery and managed by The Conservation Foundation.



Once part of a 240-acre family farmstead that endured for more than 150 years, the site was saved from development.



Visitors can explore a large 150 year old **Sesquicentennial Barn**, original outbuildings, and authentic equipment like an Aeromotor windmill

# Help Us Preserve Heritage Farms!

We invite the public to send in pictures of their Heritage Farms! Please send photos to:

[kcgis@kendallcountyl.gov](mailto:kcgis@kendallcountyl.gov)

If you qualify for one of the farm designations, you can find out more information and fill out a farm application at:

<https://agr.illinois.gov/assistance/illinoisfarmprograms/centennialsesquicentennial.html>



**If you have questions, please contact the Illinois Heritage Farm Programs**

Phone: 217-557-6993

Email: [AGR.CentFarms@illinois.gov](mailto:AGR.CentFarms@illinois.gov).





# Kendall County Agenda Briefing

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**Meeting Type:** County Board

**Meeting Date:** Meeting 3/18/2026

**Subject:** **Public Hearing - Hearing to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311)**

**Prepared by:** Jennifer Breault, PCOM

**Department:** Administration

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**Action Requested:**

Public Hearing - Hearing to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311)

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

This public hearing pertains to the 5311 grant for Kendall Area Transit, which provides funding of \$64,193. Of this amount, \$10,000 is allocated for administrative purposes, while \$54,193 will be designated for operational expenses. We have been recipients of this grant since 2010. These funds are instrumental in supporting the operations of Kendall Area Transit and also serve as a match for the Downstate Operating Assistance Program (DOAP).

**Staff Recommendation:**

N/A

**Attachments:**

N/A

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
February 17, 2026**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 201, 504 S Main Street in the City of Yorkville on Tuesday, February 17, 2026, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: None.

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

**PLEDGE OF ALLEGIANCE**

Chairman Kellogg led the Pledge of Allegiance.

**INVOCATION**

Bernard Marrow from the Chaplin program gave the invocation.

**THE AGENDA**

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

**SPECIAL RECOGNITION**

**Made in Kendall**

Last year's recipient Tangent Technologies provided an update on their business, they are expanding and their products are now available in Walmart and Costco stores.

Bright Farms received the Consumer Products honor, Aurora Specialty Textiles received the Industrial Products Honor and Fox Valley Winery received the Community Maker honor.

**RECESS**

**PUBLIC COMMENT**

Ken Schneider spoke about the short-term rental ordinance under Petition 25-15. Mr. Schneider stated that rental properties are their livelihood and they vet guests and secure rental agreements and security deposits for their properties. He thanked the board for their efforts.

Nate Bronski stated that the board had demonstrated that they are community driven. Mr. Bronski said that they have been determined to be guilty in the court of public opinion for one of their properties. The seek to have something that is fair with regards to the ordinance.

**CONSENT AGENDA**

Member DeBolt moved to approve the consent agenda moving item H to Standing Committee Reports under Planning Building & Zoning and removing item M from the agenda.

- A. Claims in the amount of \$1,261,378.99 from February 15, 2026
- B. County Board minutes from January 20, 2026
- C. Standing Committee Minutes
- D. Phase II Project Contingency Reduction #7: Total of \$26,556 with revised contract amounts as follows: Lite Construction \$2,730,542 (\$12,131 increase), CMM Group \$835,439 (\$7,636 increase), TSI Commercial Flooring \$609,245 (\$4,939 increase), Artlip & Sons \$880,040 (\$1,850 increase)
- E. Main Street Campus Project Contingency Reduction #1: Total credit of \$43,833 with revised contract amounts as follows: Lite Construction \$393,587 (\$50,413 credit), Abbey Construction \$364,380 (\$6,580 increase)
- F. UPS Replacement Project Contingency Reduction #1: Total of \$4,400 with revised contract amounts as follows: Morse Electric, Inc. \$457,475 (\$4,400 increase)

- G. Petition 25-15, a Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Code Pertaining to Short-Term Rental Regulations (Zoning Code and License, Permits and Miscellaneous Regulations)
- H.
- I. Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090
- J. An Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois
- K. A Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2025 NPDES – MS 4 Requirements in an Amount Not to Exceed \$3,000 Plus Reimbursable Costs (Costs + 10%); Related Invoice(s) to Be Paid from PBZ Consultants Line Item 11001902-63630
- L. A Proposal from WBK Engineering for Work Related to Updating the Kendall County Stormwater Management Plan in an Amount Not to Exceed \$20,900; Related Invoice(s) to Be Paid from PBZ Stormwater Management Plan Line Item 131605-66500
- M.
- N. Approve the use of Sable Ridge Clubhouse located at 1115 Sable Ridge Dr, Joliet IL 60431 as a Polling Place for the March 17, 2026, General Primary Election in accordance with 10 ILCS 5/11-4.1
- O. A Resolution for Maintenance Under the Illinois Highway Code appropriating \$3,850,000 from the Motor Fuel Tax Fund of Kendall County
- P. Construction Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$59,745 for construction management of the Gates Creek drainage improvement
- Q. Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$491,624.17 for Phase I Engineering at Plainfield Road intersections
- R. Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$497,045.13 for Phase 1 / Phase 2 Engineering at Grove Road & Caton Farm Road intersection
- S. An ordinance for the establishment of altered speed zones on various county highways

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

**A) COMBINED CLAIMS:** ADMIN \$6,535.90; ANIMAL \$1,865.00; ASSESS \$143.84; CIR CLK \$5,903.64; CIR JDG \$10,524.17; CRT SRV \$34,045.83; CONTRCT SRVS \$1,641.94; CRNER \$4,590.54; CORR \$27,786.23; CNTY ADMIN \$619.36; CNTY BRD \$18,700.49; CNTY CLK \$34,109.78; HIGHWY \$648,139.21; ELECT \$4,392.65; EMA \$3,345.54; FCLT MGMT \$55,352.28; GIS \$3,710.02; HHS \$90,438.46; HR \$871.68; JURY \$228.30; MERIT \$1,068.90; PBZ PLNR \$127.00; PBZ \$5,313.09; POST \$480.00; PRES JDG \$17,185.62; PROB SPVSR \$6,632.08; SHRF \$50,779.64; ST ATTNY \$1,656.81; TECH \$34,517.31; TRES \$1,046.77; UTIL \$17,441.57; VET \$8,047.50; FORST \$24,240.31; SHRF \$40,989.23; SHRF \$123,148.61.

- G)** A complete copy of Ordinance 26-06 is available in the Office of the County Clerk.
- J)** A complete copy of Resolution 26-03 is available in the Office of the County Clerk.
- O)** A complete copy of Resolution 26-04 is available in the Office of the County Clerk.
- P)** A complete copy of IGAM 26-10 is available in the Office of the County Clerk.
- Q)** A complete copy of IGAM 26-11 is available in the Office of the County Clerk.
- R)** A complete copy of IGAM 26-12 is available in the Office of the County Clerk.
- S)** A complete copy of Ordinance 26-07 is available in the Office of the County Clerk.

**ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS**

**Sheriff**

Undersheriff Richardson gave highlights of the monthly report in the packet.

**County Clerk & Recorder**

Revenue Report		1/1/26-1/31/26	1/1/25-1/31/25	1/1/24-1/31/24
<b>Fund</b>				
CLKFEE	County Clerk Fees	\$663.50	\$553.00	\$468.50
MARFEE	County Clerk Fees - Marriage License	\$750.00	\$780.00	\$750.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$20.00	\$20.00	\$20.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,160.00	\$1,975.00	\$1,880.00
MISINC	County Clerk Fees - Misc	\$13.00	\$55.00	\$84.60

	County Clerk Fees - Misc Total	\$3,606.50	\$3,413.00	\$3,203.10
RECFEE	County Clerk Fees - Recording	\$23,703.00	\$21,183.00	\$17,289.00
	Total County Clerk Fees	\$27,309.50	\$24,596.00	\$20,492.10
CTYREV	County Revenue	\$48,936.00	\$50,259.25	\$45,737.00
DCSTOR	Doc Storage	\$25,099.13	\$18,408.61	\$10,040.50
GISMAP	GIS Mapping	\$42,392.00	\$38,190.00	\$31,770.00
GISRCD	GIS Recording	\$6,664.75	\$6,075.00	\$2,118.00
INTRST	Interest	\$146.70	\$160.94	\$126.96
RECMIS	Recorder's Misc	\$3,848.50	\$3,229.25	\$8,826.50
RHSP	RHSP/Housing Surcharge	\$23,886.00	\$19,908.00	\$16,866.00
TAXCRT	Tax Certificate Fee	\$1,280.00	\$1,280.00	\$2,040.00
TAXFEE	Tax Sale Fees	\$695.00	\$1,160.00	\$420.00
PSTFEE	Postage Fees	\$779.86	\$1,160.85	\$359.38
CK # 20115	To KC Treasurer	\$181,037.44	\$164,427.90	\$138,796.44

County Clerk Debbie Gillette spoke about early voting and vote by mail.

#### **Treasurer**

Treasurer Jill Ferko stated that they will be working with the auditors.

#### **Clerk of the Court**

Circuit Clerk Matthew Prochaska reviewed the report in the packet.

#### **Coroner**

Coroner Jacquie Purcell reviewed the annual and monthly reports in the packet.

#### **Regional Office of Education**

Meghan Martin informed the board that they are having the superintendents' meeting and staff is doing a great job handling the professional development email that went out to the staff and the paperwork needed for the auditors.

#### **EMA**

EMA Director Roger Bonuchi spoke about what they have been involved with and upcoming happenings.

### **STANDING COMMITTEE REPORTS**

#### **Planning Building & Zoning**

##### **Petition 25-22**

Member Flowers moved to approve Petition 25-22, a Request from Todd E. Fryatt on Behalf of East Schoolhouse Road Community Energy Initiative, LLC (Tenant) and John H. Smits on Behalf of the Jerrald J. Smits ET AL Trust (Owner) for a Special Use Permit for a Commercial Solar Energy Facility and Variance to Section 36-282 (17)(a) of the Kendall County Code Allowing a Commercial Solar Energy Facility on Property Within 1.5 Miles of Municipality Without an Annexation Agreement at the Property East of 3485 Route 126, Oswego (PIN: 06-09-400-004) in Na-Au-Say Township; Property is Zoned A-1. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Koukol who abstained. **Motion carried 9-0-1.**

A complete copy of Ordinance 26-08 is available in the Office of the County Clerk.

#### **Community Benefit Agreement**

Member DeBolt moved to approve A Community Benefit Agreement Between East Schoolhouse Road Community Energy Initiative LLC and the County of Kendall, Illinois Pertaining to the Solar Project on Property East of 3485 Route 126. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Koukol who abstained. **Motion carried 9-0-1.**

A complete copy of IGAM 26-13 is available in the Office of the County Clerk.

### CHAIRMAN'S REPORT

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

#### Appointments

Dan Roberts – Minooka Fire District – 3 Year Term – Expires February 2029

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

#### Appointments

David Thompson – Newark Fire District – 3 Year Term – Expires February 2029  
Bob Stewart – Regional Planning Commission – 3 Year Term – Expires February 2029

### ADJOURNMENT

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

Approved and submitted this 18th day of February 2026.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk



**COUNTY OF KENDALL, ILLINOIS  
HUMAN RESOURCES & INSURANCE  
Kendall County Historic Courthouse  
110 West Madison, Courtroom,  
Yorkville, IL 60560**

**Meeting Minutes for Monday, December 1st, 2025, at 5:30 p.m.**

**Call to Order**

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:43 P.M.

**Roll Call**

Ruben Rodriguez (Chairman), Jason Peterson (Vice Chairman), Elizabeth Flowers, Zach Bachmann, and Matt Kellogg

<b>Attendee</b>	<b>Status (Present/Absent)</b>	<b>Arrived</b>	<b>Left Meeting</b>
Ruben Rodriguez	Present	5:22	6:00
Jason Peterson	Absent	-	-
Elizabeth Flowers	Absent	-	-
Zach Bachmann	Present	5:42	6:00
Matt Kellogg	Present	5:15	6:00

**Others Present:** Human Resources Director Leslie Johnson, Human Resource Senior Generalist Jill Boreham, and Human Resources Generalist Yohantz Miggins

**Approval of Agenda:**

Member Kellogg made a motion to approve the agenda, second by Member Bachmann. **With all present members voting aye, motion carried.**

**Approval of Minutes for the November 3, 2025, Human Resources & Insurance Committee Meeting:**

Member Bachmann made a motion to approve the minutes, second by Member Kellogg. **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 Chief Deputy Bob Jones in the Treasurer's Office.

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

Director Johnson introduced the new Senior Human Resource Generalist Jill Boreham to the Committee. Director Johnson referenced the Human Resources Department's monthly report in the packet and provided the Committee with the following additional highlights: The Human Resources Department and the Treasurer's Office have coordinated several webinars and in person presentations with several of the County's employee benefits vendors to educate County employees about the various benefit offerings. Also, Director Johnson informed the Committee that the bargaining team recently reached a tentative agreement with the Teamsters for a successor collective bargaining agreement for the Facilities Management Department bargaining unit. Director Johnson thanked the County Board members and the various bargaining teams for their assistance in negotiating seven (7) different union contracts in the last year and a half.

## **New Committee Business:**

### **A. 2026 Human Resources & Insurance Committee Meeting Schedule**

Member Kellogg made a motion to approve the 2026 Human Resources & Insurance Committee meeting schedule, second by Member Bachmann. **With all present members voting aye, motion carried.**

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

Member Kellogg made a motion to forward the New Fitness for Duty Policy to the Kendall County Board for approval, second by Member Bachmann. Director Johnson explained this new policy provides management with the ability to request an employee complete a fitness for duty examination by an independent medical provider in limited circumstances when it is unclear if the employee is able to safely perform the essential functions of the position with or without reasonable accommodation. **With all present members voting aye, motion carried.**

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

Member Bachmann made a motion to forward the Revised Wage and Salary Policy to the Kendall County Board for approval, second by Member Kellogg. **With all present members voting aye, motion carried.**

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

Member Bachmann made a motion to forward the Revised Personal and Banked Sick Leave Policy to the Kendall County Board for approval, second by Member Kellogg. Director Johnson explained the proposed revisions are necessary to capture the updated procedures following the implementation of Executime and the transition of payroll services to the Human Resources Department. **With all present members voting aye, motion carried.**

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

Member Bachmann made a motion to forward the Revised Voting and Election Judge Leave Policy to the Kendall County Board for approval, second by Member Kellogg. Director Johnson explained this policy needed to be updated to reflect recent updates to applicable law. This revised policy adds unpaid leave for election judges, which is required pursuant to state law. **With all present members voting aye, motion carried.**

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

Member Bachmann made a motion to forward the Revised Military Leave Policy to the Kendall County Board for approval, second by Member Kellogg. Member Kellogg asked Administration to update the Kendall County Board Rules of Order to allow Board Members to attend County Board meetings remotely due to military service to comply with the recent changes with state law. **With all present members voting aye, motion carried.**

**G. Revised Blood and Organ Donor Leave of Absence Policy (Section 8.13 in the Kendall County Employee Handbook)**

Member Kellogg made a motion to forward the Revised Blood and Organ Donor Leave of Absence Policy to the Kendall County Board for approval, second by Member Bachmann. Director Johnson explained the revisions to this policy are required to comply with recent changes to state law. **With all present members voting aye, motion carried.**

**H. New Family Neonatal Intensive Care Unit Leave Policy (Section 8.14 in the Kendall County Employee Handbook)**

Member Bachmann made a forward the New Family Neonatal Intensive Care Unit Leave Policy to the Kendall County Board for approval, second by Member Kellogg. Director Johnson explained this policy will be required due to a new state law that takes effect on June 1, 2026. Director Johnson informed the Committee that the policy could be adopted effective January 1, 2026, when the other policies presented tonight become effective, or the Committee could wait to make this policy effective on June 1, 2026, when the new law goes into effect. The Committee

recommended the policy take effect on January 1, 2026. **With all present members voting aye, motion carried.**

**Old Committee Business:** None

**Chairman's Report:** None

**Public Comment:** None

**Executive Session:** None

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

**Action Items for County Board:**

Director Johnson will provide the 2026 Committee Schedule to Administration Department so it can be included in the Kendall County Board's annual meeting schedule.

**Items for Consent Agenda:**

The Committee requested Agenda Items B through G be placed on the Consent Agenda for the Kendall County Board meeting.

**Items under Committee Business:**

The Committee requested Agenda Item H be placed under "Standing Committee Business" for the Kendall County Board meeting.

**Adjournment:**

Member Bachmann made a motion to adjourn, second by Member Kellogg. **With all present members voting aye, the motion carried. The meeting was adjourned at 6:00 p.m.**

Respectfully Submitted,  
Yohantz Miggins  
Human Resources Generalist  
Kendall County, Illinois

**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 February 9, 2026**

**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, Patrick McCrimmon, Ken Schneider, Doug Winsor, Miriam Schneider, Nate Bronski, Danielle Smits, and Kyle Barry

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

Member Rodriguez made a motion, seconded by Member Koukol, to approve the minutes of the January 12, 2026, meeting. With a voice vote of four (4) ayes, the motion carried.

**PUBLIC COMMENT**

Ken Schneider provided a history of the short-term rental proposal. He expressed concerns regarding the proposed fines and procedure related to fines. He noted that applicants have to meet with the Health Department and Sheriff's Department. He was glad to see a checklist, but was concerned that the checklist was open-ended. He did not believe the proposal would solve the issues related to the property on Corneils Road. He did not believe the proposal was fair because the proposal did not apply to long-term rentals.

Doug Winsor thanked the Committee and County Staff for preparing this proposal. He felt the proposal would improve quality of life and guarantee safety for neighbors and people that rent these properties.

Miriam Schneider questioned if the proposal would solve the issue on Corneils Road. She favored applicants providing copies of rental agreements to Sheriff's Office. She favored having mediation and arbitration with a neutral party instead of having the

County review alleged violations. She favored enforcing existing regulations, like the Noise Ordinance.

Nate Bronski, partial owner of 9439 Corneils Road, provided a history of the activities the ownership took prior to purchasing the property. He also provided information regarding the County's review of their application for placement on the short-term rental registry, including related building and health related inspections.

Danielle Smits discussed her history in farming. She discussed the history negotiations with the solar company which ultimately led to the site outlined in Petition 25-22. She said the proposal would not negatively impact their existing farming operations and the proposal would provide a source of energy. She discussed the pollinator seed mix. She did not see any issues related to drainage. The land will be restored to productive farmland when the project ceases. She requested a positive vote on the proposal.

### **Expenditure Report**

#### **Review of Expenditures from January 2026**

The Committee reviewed the Expenditure Report.

### **PETITIONS**

#### **Petition 25-15 Kendall County Planning, Building and Zoning Committee**

Mr. Asselmeier summarized the request.

Following the October 27, 2025, Kendall County Zoning Board of Appeals hearing, the decision was made to amend the zoning regulations and the license, permit, and miscellaneous regulations chapters of the Kendall County Code.

The proposed changes to the zoning regulations are as follows:

1. Clarify the definition of short-term rental to not include hotels or motels, lodging houses, group homes, and bed breakfast establishments.
2. Connect the regulations in the license and permit chapter of the Code with the zoning portion of the Code.

The proposed changes to the licensing regulations are as follows:

1. Add definitions of "short-term rental" and "applicant".
2. Require short-term rentals to be registered.
3. Place requirements on the information included in the registry application.
4. Require short-term rental operators to provide the County with a telephone number and email that can be released to the public.
5. Require pre-registry placement meetings with various County departments.
6. Require a life safety inspection prior to placement on the registry and annually. Also, defines what constitutes a life safety inspection.
7. Failure to pass the life safety inspection shall be grounds for denial of placement on the registry.

8. Require the evaluation of private sewer systems for the proposed use.
9. Set the maximum number of occupants as one (1) person per fifty (50) square foot of space in each bedroom, if on public sewer service, and the occupancy as allowed for each bedroom, if on private sewer service.
10. Require following applicable Federal, State, and Local laws, including the County's Junk and Debris Ordinance and Noise Ordinance.
11. Sets how penalties may be established and resolved.
12. Sets the fine at One Thousand Dollars (\$1,000) per day with each day constituting a separate offense.

The draft ordinance was provided.

Staff noted that, since the proposal was draft using the authority granted to counties to regulate transient business, some of the regulations would not apply in Millbrook and Plattville because the intergovernmental agreement with the two (2) municipalities only addresses zoning and not business license regulations.

Information regarding the development of the proposal was also provided.

Member DeBolt made a motion, seconded by Member Koukol, to recommend approval of Petition 25-15.

Member Koukol thanked Staff for their work on this proposal. He noted that this proposal was a county-wide proposal. He noted the complaints that have been received regarding the property on Corneils Road. He noted that the proposal would give the Planning, Building and Zoning Department clarification on enforcement related to this type of use. He said the proposal was not perfect because enforcement would take time. He liked the fine proposed in the ordinance.

Member DeBolt stated the reason why this proposal was advanced was to protect public safety, particularly police and fire. He said the proposal gives accountability.

Member Rodriguez discussed the history of this proposal and input provided by the residents on Corneils Road and short-term rental property owners. He thanked the County Staff for their work on this proposal.

Chairman Wormley discussed the work to create this proposal; in particular, to make ordinance enforcement effective.

Member DeBolt emphasized accountability. He said that, if owners were running their short-term rentals effectively, they have nothing to worry about with this proposal. If people don't follow the rules, there will be consequences. He noted the amount spend on this proposal to this point.

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 February 17, 2026, on the consent agenda.

*Petition 25-22 Todd E. Fryatt on Behalf of East Schoolhouse Road Community Energy Initiative LLC (Tenant) and John H. Smits on Behalf of the Jerrald J. Smits ET AL Trust (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, stormwater management report, NRI Report, plat of survey, site plan dated January 19, 2026, vegetative management plan, revised January 2026, decommissioning information, Agricultural Impact Mitigation Agreement, drain tile, glare study, property value study and a Health and Safety Study were provided.

An earlier version of the site plan and vegetative management plan was sent to Na-Au-Say Township, the Village of Oswego, and the Oswego Fire Protection District. These entities have not reviewed the most recent site plan or vegetative management plan.

The property is located east of 3485 Route 126.

The total parcel is approximately eighty-six (86) acres and the fenced area is approximately thirty-five (35) acres.

The property is zoned A-1 Agricultural.

The Future Land Use Map for the County calls for the property to be Rural Residential and the Future Land Use Map for the Village of Oswego calls for the property to be Agricultural.

Route 126 is an Arterial maintained by IDOT.

There is a trail planned along Route 126.

There is a floodplain of the Little Slough Creek near the south end of the property (Zone A-no base flood elevation determined).

The adjacent land uses are Agricultural, Farmstead, Farm Equipment Sales and Service Business, and Landscaping Business.

The adjacent properties are zoned A-1 and A-1 SU.

The County's Land Resource Management Plan calls for the area to be Rural Residential and Commercial. The Village of Oswego's Plan calls for the area to be Agricultural.

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

The A-1 special use permit to the east is for a farm market, garden shop, winery, corn maze, and fall festival. The A-1 special use permits to the west are for a farm equipment sales and service business and a landscaping business.

Oswego School District 308 owns property near the southwest corner of the subject property.

Approximately seven (7) existing houses are within one half (1/2) mile of the subject property.

Schlapp Road is roughly the boundary line between the Village of Oswego's and Village of Plainfield's planning areas.

EcoCAT Report was submitted on October 4, 2024, and consultation was terminated.

The LESA Score was 240 indicating a high level of protection. The NRI Report was provided.

Original Petition information was sent to Na-Au-Say Township on November 12, 2025. The Na-Au-Say Township Planning Commission met on December 1, 2025. The Township Planning Commission was concerned about the impact of the proposal on the watershed, the high LESA Score, the request from the Village of Oswego to deny the proposal, the incompatibility of the proposal with the County and Township's plans, and potential disruption of future development along Schlapp Road. Two (2) members of the Township Planning Commission voted against the proposal and one (1) member abstained. The Na-Au-Say Township Board met with the representative of the Petitioners on December 8, 2025. On January 12, 2026, the Township Board voted to concur with recommendation of the Township Planning Commission by a vote three (3) against the proposal and one (1) in favor the proposal. The Township Board also voted not to file a formal objection by a vote of zero (0) in favor and four (4) against. An email outlining this information was provided.

Original Petition information was sent to the Village of Oswego on November 12, 2025. Prior to formal application submittal, the Village of Oswego submitted a letter stating they would not pursue annexation at this time. The Village also requested that the County deny the special use permit for this project because the proposal could negatively impact the Village's ability to grow. This letter was provided.

Original Petition information was sent to the Oswego Fire Protection District on November 12, 2025. Prior to formal application submittal, the Petitioners met with the Oswego Fire Protection District. Discussion occurred regarding vehicular access, Knox Box access, types of vegetation proposed, the location of the power disconnect, and

emergency contact information. The Fire Protection District's concerns were addressed. An email outlining the meeting was provided.

Original Petition information was sent to former ZPAC members on November 12, 2025. No comments were received except stormwater related comments.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on January 28, 2026. Other than the Petitioners' representatives, nobody else spoke at the meeting. Discussion occurred regarding likely residential and commercial developments in the area. Discussion occurred regarding why the Village of Oswego did not pursue an annexation agreement for this proposal; the Village of Oswego is located over two (2) miles from the subject property. Discussion occurred regarding drain tile relocation. Discussion occurred regarding future ownership of the project. The Petitioners' representatives provided a history of the project, an introduction to ECA Solar, an overview of the project, the site plan, project renderings, outreach activities, annexation discussion, municipal planning, economic benefits, community benefits, design features, stormwater, floodplain and watershed protection, drain tile survey, glare and sound studies, and decommissioning. The Kendall County Regional Planning Commission recommended approval of the proposal with the conditions proposed by Staff by a vote of six (6) in favor, three (3) in opposition, and one (1) absent. Member McCarthy-Lange voted no because of the letter from the Village of Oswego. Member Bernacki voted no because of the opinion of Na-Au-Say Township. Member Wilson voted in favor of the project because the site plan placed the solar panels away from neighbors. Chairman Landovitz voted yes because he felt the project was in an adequate location away from neighbors and municipalities. The minutes of the meeting were provided.

Other than the Petitioner's representative, no members of the public testified at the public hearing. The Petitioners' representatives presented a presentation similar to the one presented at the Kendall County Regional Planning Commission meeting. Discussion occurred regarding the need for the variance, the number of homes that could be served by the project, the transferability of the special use permit, and the amount energy generated from solar project state-wide. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff by a vote of four (4) in favor, two (2) in opposition, and one (1) member absent. Chairman Mohr voted against the proposal because he favored the project being annexed to a municipality. The minutes of the hearing 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 closest non-participating structure is approximately one thousand, one hundred seventy-four feet (1,174') to the south of the commercial solar energy facility. The owner of the closest non-participating structure submitted a letter of support for the project which was provided. The perimeter fence is setback approximately one hundred fourteen feet (115') from the eastern property line, two hundred seventy-two five feet (272') from the northern property line, fifty-one feet (51') from the western property line, and seven hundred ninety-four feet (794') from the southwestern property line. The commercial solar energy facility is approximately one thousand, two hundred seventy-three feet (1,273') from Route 126. In addition to the setback from the fence to the property lines, the commercial solar panels are at least twenty feet (20') inside of the fence, at their closest point.

- 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 site plan, the fence is proposed to be eight feet (8') in height and will be a knot wire fence. The fence will have fox passages every fifty feet (50') for the entire length of the fence; these passages are eight inches (8") wide by twelve inches (12") tall.
- 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 Petitioners acknowledge the maximum height will be less than twenty feet (20').
- 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 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 provided AIMA. As noted on Page 10 of the decommissioning plan, the estimated cost of decommissioning is Three Hundred Sixteen Thousand, Nine Hundred Sixty-One Dollars and Forty Cents (\$316,961.40). The Petitioners will provide a bond to the County.
- h. A vegetative screening shall be placed around the commercial solar energy facility. The landscaping plan was included on Page 6 of the site plan with more detailed landscaping information included in the vegetative management plan. The plan includes the installation of sixty-six (66) Eastern Red Cedars, one hundred fifty-seven (157) Northern White Cedars, and ninety (90) Green Giant Arborvitae. The previously listed plants will be three-five feet (3'-5') minimum in height. The seed mix will be a Pizzo Economy Prairie Seed Mix or equivalent seed mix as described on Page 14 of the vegetative management plan.
- 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 consultation was terminated without any specific recommendations.
- 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. Four (4) threatened or endangered species were in the area, but no impacts were anticipated.
- 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. This is true. The site is designed around the regulatory floodplain.

- I. 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. No potential impacts to State-registered historic sites exists.
  
- 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. Additional planting information was included in the site plan. Because of the role that the vegetation will play in stormwater management at the property, WBK Engineering requested, and the Petitioner agreed to provide, annual performance standards and reports to verify these standards for the first five (5) growing seasons.
  
- 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. No road use agreement was requested. The permit application from IDOT was provided. The site plan shows one (1) twenty foot (20') wide gravel driveway approximately fourteen feet (14) west of the eastern property line at its closest point to the property line. The existing driveway is approximately thirteen feet (13') wide at its narrowest point.
  
- 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. Drain tile study information was provided as part of the stormwater report and a separate aerial was provided. The foundations for the racking will be placed in a manner that minimizes impacts on the drain tile and drain tile will be repaired per the AIMA.

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 Petitioner provided a health and safety study.

The property drains to the south. The Petitioners submitted an application for a stormwater management permit.

On November 19, 2025, WBK Engineering submitted comments regarding the proposal. In particular, WBK requested additional informational clarifying drainage on the property, the addition of drain tiles to additional pages in the site plan, and a more robust vegetative management plan with annual reporting requirements for the first five (5) years after planting and germination. These comments were provided. Subsequent correspondence which led to the revised site plan and vegetative management plan were provided.

Per the site plan, the Petitioner proposes one (1) twenty foot (20') wide access road.

The site plan shows two (2) twelve foot (12') wide sliding vehicular access gates.

Knox box information will be provided to the County.

No permeant parking was proposed.

No lighting was proposed.

Though not shown on the site plan, the Petitioners were agreeable to installing one (1) non-illuminated sign stating emergency contact information along Route 126.

The Petitioner provided a glare study.

The Petitioner provided a property values study. The same firm that prepared the property value study for this proposal also provided the property value study for the solar projects on Simons Road and Ament Road.

No odors were foreseen.

The Petitioner provided a noise study.

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

The Petitioner has agreed to enter into 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 Petitioners for the proposals on Ament Road, Corneils Road, and Route 71 agreed to a similar agreement, which was provided.

The Findings of Fact for the special use permit were as follows; Chairman Mohr dissented on these Findings:

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 Route 126 will be retained for agricultural use and serve as a buffer to the floodplain. 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 primarily A-1 and A-1 with a special use permit 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 Route 126 and screened 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 secure applicable permits from IDOT and a stormwater management permit. 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. A drain tile survey has been completed and foundation design will work around or reroute any identified drain tiles to ensure proper drainage. Annual reporting for the first five (5) years after planting and germination was included in the vegetative management plan.

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 Village of

Oswego requested the County to deny the special use permit because the proposal could negatively impact the Village's ability to grow and Na-Au-Say Township request that the proposal be denied because of the impact of the proposal on the watershed, the high LESA Score, the request from the Village of Oswego to deny the proposal, the incompatibility of the proposal with the County and Township's plans, and potential disruption of future development along Schlapp Road. The Kendall County Regional Planning Commission recommended approval of the proposal with conditions.

The Findings of Fact for the variance were as follows; Chairman Mohr dissented on these findings:

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 Village of Oswego and the Village of Plainfield. The subject property is on the Village of Oswego's side of the boundary agreement. The Village of Oswego submitted a letter stating they 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 Village of Oswego 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 recommended denial of similar proposals on lands planned to be Rural Residential and because of lack of clarity in State law regarding using the LaSalle and Sinclair 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, including performance reporting requirements contained therein, decommissioning plan, and Agricultural Impact Mitigation Agreement.
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.
4. 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.
5. 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.
6. Any structures, included 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.
7. One (1) warning sign shall be placed near the access on Route 126. 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.
8. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
9. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
10. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
11. 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.
12. 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.
13. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

14. 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 Rodriguez made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-22 with the conditions proposed by Staff.

Member DeBolt asked if the Petitioners agreed to the conditions proposed in the special use permit. Kyle Barry, Attorney for the Petitioner, responded that the Petitioner was in agreement with the conditions.

Member Koukol noted that he and the property owner discussed this proposal in person at the beginning of the process. He said that three-phase power would be run down Route 126 because of this project.

Member DeBolt discussed growing crops beneath solar farms.

Member Rodriguez discussed the location of the proposed solar in relation to neighbors. He commended the Petitioners for their presentation at previous meetings.

Discussion occurred regarding the loop road within the development.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley  
Nays (0): None  
Abstain (1): Koukol  
Absent (1): Flowers

The motion carried. The proposal goes to the Kendall County Board on February 17, 2026, on the regular agenda.

**NEW BUSINESS:**

*Approval of a Community Benefits Agreement Between East Schoolhouse Road Community Energy Initiative LLC and Kendall County, Illinois Pertaining to the Solar Project on Property East of 3485 Route 126, Oswego*

Mr. Asselmeier summarized the request.

This proposal requires the developer of the solar project east of 3485 Route 126 to pay the County to offset the loss of property tax revenue caused by the development of a solar farm instead of other uses on the subject property.

The developer shall pay the County Fifteen Thousand Dollars (\$15,000), the equivalent of approximately Three Thousand Dollars (\$3,000) per megawatt, annually. The payment shall increase five percent (5%) every five (5) years. The first payment is due within thirty

(30) days after the project achieves commercial operation and subsequent payments are due by the anniversary of the first payment or on a mutual agreed date.

This proposal has similar terms to the Community Benefit Agreements for the solar projects in the 10000 block of Ament Road, 9000 block of Corneils Road, and 17000 block of Route 71.

Staff recommended approval of the agreement.

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

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 February 17, 2026, on the consent agenda.

*Approval of Annual Renewal of Mobile Home Permit at 13443 Fennel Road*

Mr. Asselmeier stated the Petitioner's original paperwork got lost in the mail.

Member Rodriguez made a motion, seconded by Member Koukol, to approve the renewal.

The votes were as follows:

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

*Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090*

Mr. Asselmeier summarized the request.

Kendall County is required by Illinois law to publish a noxious weed notice at least one (1) time per year in a newspaper of general circulation within the County. Kendall County's Noxious Weed Work Plan, adopted in October 2025, called for the publication of the notice within the first quarter of 2026.

The fee is unchanged from 2025.

Staff recommended approval of the proposal.

Member Rodriguez made a motion, seconded by Member DeBolt, to recommended approval of publishing the notice.

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 February 17, 2026, on the consent agenda.

*Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois*

Mr. Asselmeier summarized the request.

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires February 27, 2026.

A renewal proposal was provided. Other than dates and changing the address of the County offices, no other changes are proposed.

In 2025, Yorkville conducted twenty-five (25) inspections for the County and the County conducted zero (0) inspections for Yorkville.

The United City of Yorkville will be reviewing the proposal during their meetings in February.

Staff recommended approval of the proposal.

Member Rodriguez made a motion, seconded by Member Koukol, to recommended approval of the Agreement.

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 February 17, 2026, on the consent agenda.

*Approval of a Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2025 NPDES – MS 4 Requirements in an Amount Not to Exceed \$3,000 Plus Reimbursable Costs (Costs + 10%)*

Mr. Asselmeier summarized the proposal.

Kendall County is required to submit an Annual Report to the State as part of the County's National Pollution Discharge Elimination Systems (NPDES) Permit by June 1st of each year.

Historically, WBK Engineering has prepared this document because they already possess most of the information needed to complete the report due to the inspections that they perform on the County's behalf at work sites.

The cost to prepare the 2024-2025 Report is Three Thousand Dollars (\$3,000). The cost to prepare the 2023-2024 Report was Two Thousand Eight Hundred Dollars (\$2,800). The cost to prepare the 2023-2024 Report was Two Thousand Six Hundred Fifty Dollars (\$2,650).

Staff recommended approval of the proposal.

Member Rodriguez made a motion, seconded by Member DeBolt, to recommended 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 goes to the Kendall County Board on February 17, 2026, on the consent agenda.

*Approval of a Proposal from WBK Engineering for Work Related to Updating the Kendall County Stormwater Management Plan in an Amount Not to Exceed \$20,900*

Mr. Asselmeier summarized the proposal.

Kendall County last updated its Stormwater Management Plan in 2012.

The Planning, Building and Zoning Department was planning to update the Plan in FY25-26.

However, on December 15, 2025, the Illinois Environmental Protection Agency conducted an inspection of the County and advised the County that the Plan needed to be updated by August 1, 2026, in order to comply with the County's MS4 Permit.

Also at the December 15th meeting, discussion occurred regarding the County's MS4 jurisdiction. Four (4) townships (Oswego, Bristol, Na-Au-Say, and Kendall) are MS4s. In its Annual Reports, the County had claimed jurisdiction over the entire unincorporated area and this may not be the case. To date, the Department is still waiting to receive clarity from IEPA on the County's area of jurisdiction.

The provided proposal covers planning for the entire unincorporated area. WBK also prepared a quote to plan for the unincorporated area outside of the four (4) MS4 townships. The cost to prepare this plan is Fifteen Thousand, Four Hundred Fifty Dollars (\$15,450).

The scope of work for the two (2) proposals is the same with the exception that the proposal to plan for the entire unincorporated area includes related work inside the four (4) MS4 townships.

Staff recommended approval of the larger dollar amount (\$20,900) in order to start the process of updating the plan before the August 1st deadline.

Chairman Wormley favored doing the plan covering the entire unincorporated area and asking the four (4) MS4 townships to pay a portion of the costs.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the proposal in the amount not to exceed Twenty Thousand, Nine Hundred Dollars (\$20,900) with the anticipation that some of the MS4 Townships will contribute financially to the project.

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 February 17, 2026, on the consent agenda.

*Follow-Up on Kendall County Regional Planning Commission Annual Meeting*

Member DeBolt noted all of the development coming into Kendall County. He discussed expansion of courthouse, Sheriff's Department, Animal Control, and KenCom.

Chairman Wormley discussed the importance of planning and budgeting as the County grows.

Member Rodriguez discussed the information provided by the municipalities. He discussed the February 10, 2026, ribbon cutting for 504 S. Main Street.

Member Koukol discussed the activities going on in Shorewood and solar projects throughout the County.

*2025 County-Wide Building Permit Memos*

The Committee reviewed the memos.

**OLD BUSINESS:**

*Short-Term Rental Renewal Update*

Mr. Asselmeier provided a list of all of the short-term rentals on the registry. The listed properties renewed placement on the registry for 2026. There are fifteen (15) properties on the registry and one (1) property recently submitted an application to be on the registry.

**Special Use Enforcement Update**

At the January meeting, the PBZ Department reported that we were working with property owners on Route 71, Boulder Hill Market, Budd Road, Ament Road, Collins Road, and Fennel Road to address these certain special use permit issues. The special use permit issues on the properties at Route 71 and Fennel Road have been resolved. The Department is still investigating the issue at Boulder Hill Market and Collins Road. The owners of the properties on Budd Road and Ament Road continue to work with the County to come into compliance.

The Department will start investigating the list of licensed daycare centers provided by the Circuit Clerk’s Office to confirm compliance with applicable zoning regulations.

The property on Collins Road is 2073/2093 Collins Road. The owner is considering revoking the special use permit.

Member Koukol asked about 1038 Harvey Road. The property has a lien and the request for a special use permit was rejected by the County Board.

**REVIEW PRE-VIOLATION AND VIOLATION REPORT:**

The Committee reviewed the report.

**UPDATE FROM HISTORIC PRESERVATION COMMISSION:**

Mr. Asselmeier reported that the historic preservation organization meeting will be February 18, 2026, at 5:30 p.m., at the Kendall County Historic Courthouse. Natalia Borowska from the Administration Department will discuss America 250 and Ken Itle will discuss the structure surveys of Seward Township and Na-Au-Say Township.

**REVIEW PERMIT REPORTS:**

The Committee reviewed the report.

**CORRESPONDENCE**

None

**COMMENTS FROM THE PRESS:**

None

**EXECUTIVE SESSION**

None

**ADJOURNMENT:**

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

Chairman Wormley adjourned the meeting at 7:45 p.m.

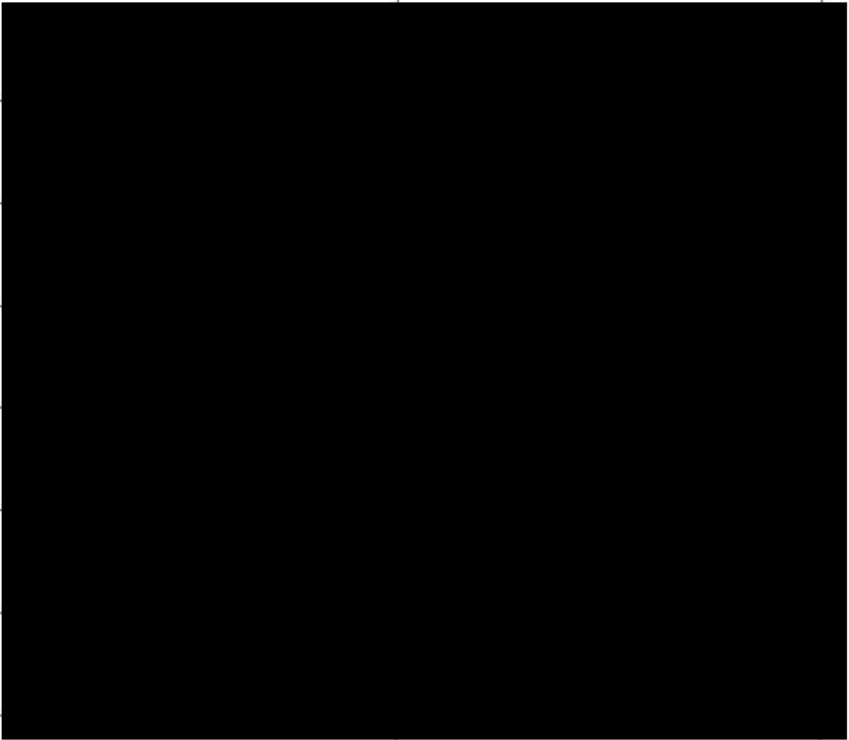
Minutes prepared by Matthew H. Asselmeier, AICP, CFM Director

Encs

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**KENDALL COUNTY  
PLANNING, BUILDING, & ZONING COMMITTEE  
FEBRUARY 9, 2026**

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)
Patrick McCrimmon		
Ken Schneider		
Doug Winger		
Miriam Schneider		
Nate Bronski		
Danielle Smits		



**DEPARTMENT OF PLANNING, BUILDING & ZONING**

807 West John Street • Yorkville, IL • 60560  
 (630) 553-4141 Fax (630) 553-4179

**MEMORANDUM**

**To:** Planning, Building and Zoning Committee  
**From:** Matthew H. Asselmeier, AICP, CFM, Director  
**Date:** 2/9/2026  
**Subject:** 2025 Residential Building Permit Information

Staff contacted the municipalities located within Kendall County to obtain their single-family and multi-family building permit information for 2025. A table with this information is below. For those municipalities located in more than one county, only the Kendall County information is provided.

Municipal Residential Construction Information 2025

Municipality	2025 New Construction (Single-Family)	2025 New Construction (Multi-Family)	2024 New Construction (Single-Family)	2024 New Construction (Multi-Family)
Aurora	6 (\$3,228,581)	4 (\$1,582,080) No Unit Number Provided	0 (\$0)	0 (\$0)
Joliet	98 (\$32,023,000)	62 Units (\$13,991,000)	53 (\$16,759,000)	10 Units (\$2,230,000)
Lisbon	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Millbrook	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Millington	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Minooka	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Montgomery	22 (\$3,600,000)	0 (\$0)	0 (\$0)	0 (\$0)
Newark	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Oswego	371 (\$85,782,835)	0 (\$0)	299 (\$62,471,072)	0 (\$0)
Plainfield	31 (\$6,500,000)	0 (\$0)	37 (\$7,716,743)	0 (\$0)
Plano	1 (\$100,000)	0 (\$0)	2 (\$1,200,000)	0 (\$0)
Plattville	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Sandwich	0 (\$0)	0 (\$0)	2 (\$705,000)	0 (\$0)
Shorewood	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Yorkville	277 (\$44,640,613)	0 (\$0)	201 Detached (\$36,536,500) 6 Attached (\$930,000)	48 Units (Not Provided)
Unincorporated	40 (\$24,635,061)	0 (\$0)	42 (\$31,684,668)	0 (\$0)
Total	846 (\$200,510,090)	\$15,573,080	642 (\$158,002,983)	58 Units (\$2,230,000)

\* Oswego's dollar amount is total residential investment.

2025 Grant Total - \$216,083,170    2024 Grand Total - \$160,232,983    2023 Grand Total - \$219,914,074  
 2022 Grand Total - \$211,675,674    2021 Grand Total - \$157,056,114    2020 Grand Total - \$163,476,546  
 2019 Grand Total - \$108,042,333    2018 Grand Total - \$135,058,319



**DEPARTMENT OF PLANNING, BUILDING & ZONING**

807 West John Street • Yorkville, IL • 60560  
 (630) 553-4141 Fax (630) 553-4179

**MEMORANDUM**

**To:** Planning, Building and Zoning Committee  
**From:** Matthew H. Asselmeier, AICP, CFM, Director  
**Date:** 2/9/2026

**Subject:** 2025 Commercial and Industrial Building Permit Information

Staff contacted the municipalities located within Kendall County to obtain their commercial and industrial permit information for 2025. A table with this information is below. For those municipalities located in more than one county, only the Kendall County information is provided.

Municipal Commercial and Industrial Construction Information 2025

Municipality	2025 New Construction	2025 Remodel	2024 New Construction	2024 Remodel
Aurora	0 (\$0)	0 (\$0)	0 (\$0)	3 (\$162,226)
Joliet	0 (\$0)	4 (\$357,450)	0 (\$0)	2 (\$325,000)
Lisbon	3 (Solar Projects)	0 (\$0)	0 (\$0)	0 (\$0)
Millbrook	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Millington	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Minooka	3 (\$16,329,807)	0 (\$0)	0 (\$0)	0 (\$0)
Montgomery	1 (\$2,940,000)	5 (\$1,848,500)	0 (\$0)	4 (\$1,737,500)
Newark	0 (\$0)	0 (\$0)	1 (\$390,000)	0 (0)
Oswego	4 (\$8,076,027)	25 (\$5,449,926)	5 (\$14,364,500)	34 (\$7,895,203)
Plainfield	1 (\$52,000,000)	0 (\$0)	0 (\$0)	0 (\$0)
Plano	0 (\$0)	10 (\$750,000)	0 (\$0)	3 (\$135,000)
Plattville	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Sandwich	2 (\$9,000,000)	2 (\$275,000)	1 (\$500,000)	0 (\$0)
Shorewood	2 (\$205,000)	0 (\$0)	2 (\$658,000)	0 (\$0)
Yorkville	8 (\$57,860,704)	6 (\$8,633,493)	4 (\$70,221,108)	16 (\$9,923,396)
Unincorporated	7 (\$15,045,587)	1 (\$11,097,500)	3 (\$3,653,090)	1 (\$250,000)
Total	31 (\$161,457,125)	53 (\$28,411,869)	16 (\$89,786,698)	63 (\$20,428,325)

## HIGHWAY COMMITTEE MINUTES

**DATE:** February 10, 2026  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Jason Peterson, Scott Gengler, and Zach Bachmann  
**STAFF PRESENT:** John Burscheid and Francis Klaas  
**ALSO PRESENT:** PJ Fitzpatrick, Colby Wedwick and Jeremy Hudek

The committee meeting convened at 3:32 P.M. with roll call of committee members. Shanley and Koukol absent. Quorum established.

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

Motion Bachmann; second Gengler, to approve the Highway Committee minutes from January 13, 2026. Motion approved unanimously.

Motion Bachmann; second Gengler, to recommend approval of a Resolution for Maintenance Under the Illinois Highway Code appropriating \$3,850,000 from the Motor Fuel Tax Fund of Kendall County. Klaas described resolution as a typical action item to appropriate money for routine maintenance of county highways. For 2026, proposed work includes the resurfacing of Galena Road between Little Rock Road and Orchard Road excluding the area around Project Cardinal. The other project is the shoulder repair and resurfacing of Millbrook Road from Ill. Rte. 71 to Fox River Drive. Gengler asked if Motor Fuel Taxes were going to be reduced for local agencies due to some recent actions by State of Illinois. Klaas discussed the diversion of some sales tax revenues from the Road Fund to the RTA... but he didn't think there would be any substantive reductions to local motor fuel tax revenues. Motion approved unanimously by voice vote.

Motion Bachmann; second Gengler to recommend approval of a Construction Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$59,745 for construction management of the Gates Creek Drainage Improvement. Kendall County and HR Green have been working for years trying to get this project to a letting. ComEd and BNSF have required exhaustive coordination. Klaas said the project is now ready to go to letting, but because it involves some very close tolerances around the railroad, he recommended hiring HR Green to provide construction management. Committee agreed. Motion approved unanimously by voice vote.

Motion Bachmann; second Gengler to recommend approval of a Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$491,624.17 for Phase I Engineering at Plainfield Road intersections. Klaas discussed the idea of breaking out the Phase I Engineering for these intersections because there is some uncertainty as to what the final recommended improvements will look like. He indicated that it would be best to make that determination first before proceeding with Phase II... which would be most efficient. He also thought that the County would have to hurry a bit to get this improvement ready for the planned construction letting. Bachmann confirmed that this was still planned for 2028 construction. Klaas added that the scope includes improving the drainage along the north side of

Collins Road west of Plainfield Road. Bachmann noted that intersection improvements are not cheap. Gengler pointed out that these improvements were originally planned for 2029 or 2030 but had been moved up due to the perceived need. He was satisfied with getting this ball rolling, even if we don't make the 2028 construction season. Klaas alerted the committee to an upcoming meeting with the Village of Oswego to discuss transportation and pedestrian needs along the Plainfield Road corridor. Motion approved unanimously by voice vote.

Motion Gengler; second Bachmann to recommend approval of a Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$497,045.13 for Phase I / Phase 2 Engineering at Grove Road & Caton Farm Road intersection. Klaas stated that this is a combined preliminary engineering agreement for this project, since we already know what is desired, that being a roundabout. It may require the acquisition of the home in the NE quad of the intersection; but that home is in very bad shape. This project is also scheduled for construction beginning in 2028. Gengler wondered if there would be acquisition in all 4 quadrants of the intersection. Klaas said there would, but didn't know exactly what it will look like until they get into the engineering. Motion approved by voice vote.

Motion Bachman; second Gengler to recommend approval of an ordinance for the establishment of altered speed zones on various county highways. Klaas stated that this ordinance is the same as the one presented in December, but without the Plainfield Road speed zones. Peterson pointed out that the speed zones on Plainfield Road would likely be changing anyway after construction of the intersection improvements at Collins and at Schlapp. Motion approved unanimously by voice vote.

In other business, Klaas reported that IDOT has informed him that the safety improvement at U.S. Rte. 52 and Grove Road will be a roundabout. The bad news is that IDOT has indicated it might be 2030 or 2031 before they build it.

Klaas also reported that he has been in conversation with BP regarding the relocation of their pipeline under Ridge Road just south of U.S. Rte. 52. They want to start with a preliminary agreement of \$100,000 to get the engineering done, and then the actual pipeline relocation could be as much as \$1,000,000. Klaas provided some additional information on the schedule for utility relocation and construction of the Ridge Road improvement. Gengler asked if these pipelines were going to be an issue at other county highways. Klaas indicated that there are numerous pipelines that cross several county highways. The good news is that most of the other county highways will remain as 2-lane roads for the foreseeable future, and so they should not need pipeline upgrades. Klaas recommended that we negotiate with pipelines as they come into Kendall County so that the responsibility for future upgrades at public roadways should be on the pipelines and not on the taxpayers of Kendall County. Gengler wondered if this should be developed as a policy and if the State's Attorney should be working on it. Klaas thought it would be worth looking at but warned that most pipelines would come under authority of the Federal Energy Regulatory Commission (FERC), so it might be really difficult to get anything done at the local level. Bachmann thought that it would be good to have policies in place so that pipelines understand the expectations that the County has. He added that this County is continuing to grow and so it will continue to be an issue. Klaas reiterated that it simply is not fair for taxpayers to have to pay for pipeline protection when the pipeline companies are making tens of millions of dollars off the pipelines. Lawmakers should be made aware of this issue.

Peterson asked if we've had a problem with pipelines abandoning their facilities. Klaas has not experienced this problem. Committee members discussed various issues with utilities and easements on county highways.

Motion Gengler; second Bachmann to forward Highway Department bills for the month of February in the amount of \$648,424.51 to the Finance Committee for approval. Klaas stated that the big items this month were land acquisition on Ridge Road. Motion approved unanimously.

Gengler asked how the Highway Department was doing on salt. Klaas stated that they need some. Due to nationwide demand, he expected that the next deliveries wouldn't happen until later next week. Gengler also wondered how to keep the salt from clumping up. Klaas said that as long as you can keep the salt dry, it will last almost indefinitely with little problem. It might get a crust on top, but that is not a big deal.

Hudek asked about the recent diversions of sales taxes in the road fund for RTA needs; does the County expect reductions in the State Road Fund or reductions for local agencies. Klaas thought the short answer was that it wasn't going to hurt locals substantively. With the increase in MFT funds and indexing it to inflation, there is an enormous amount of money out there for transportation. Additionally, IDOT has had some trouble delivering the program. This has created some enormous fund balances in the Road Fund, hence IDOT's extra \$400 million program for local agencies last year.

Motion Bachmann; 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. Resolution for Maintenance Under the Illinois Highway Code appropriating \$3,850,000 from the Motor Fuel Tax Fund of Kendall County
2. Construction Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$59,745 for construction management of the Gates Creek Drainage Improvement
3. Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$491,624.17 for Phase I Engineering at Plainfield Road intersections
4. Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$497,045.13 for Phase 1 / Phase 2 Engineering at Grove Road & Caton Farm Road intersection
5. An ordinance for the establishment of altered speed zones on various county highways



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, Law Enforcement Training  
AND  
Kendall County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and **Kendall County** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

<b>Article I</b>	<b>Definitions</b>
<b>Article II</b>	<b>Award Information</b>
<b>Article III</b>	<b>Grantee Certifications and Representations</b>
<b>Article IV</b>	<b>Payment Requirements</b>
<b>Article V</b>	<b>Scope of Award Activities/Purpose of Award</b>
<b>Article VI</b>	<b>Budget</b>
<b>Article VII</b>	<b>Allowable Costs</b>
<b>Article VIII</b>	<b>Lobbying</b>
<b>Article IX</b>	<b>Maintenance and Accessibility of Records; Monitoring</b>
<b>Article X</b>	<b>Financial Reporting Requirements</b>
<b>Article XI</b>	<b>Performance Reporting Requirements</b>
<b>Article XII</b>	<b>Audit Requirements</b>
<b>Article XIII</b>	<b>Termination; Suspension; Non-compliance</b>
<b>Article XIV</b>	<b>Subcontracts/Subawards</b>
<b>Article XV</b>	<b>Notice of Change</b>
<b>Article XVI</b>	<b>Structural Reorganization and Reconstitution of Board Membership</b>
<b>Article XVII</b>	<b>Conflict of Interest</b>
<b>Article XVIII</b>	<b>Equipment or Property</b>
<b>Article XIX</b>	<b>Promotional Materials; Prior Notification</b>
<b>Article XX</b>	<b>Insurance</b>
<b>Article XXI</b>	<b>Lawsuits and Indemnification</b>
<b>Article XXII</b>	<b>Miscellaneous</b>
<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Deliverables or Milestones</b>
<b>Exhibit C</b>	<b>Contact Information</b>
<b>Exhibit D</b>	<b>Performance Measures and Standards</b>
<b>Exhibit E</b>	<b>Specific Conditions</b>

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

**[Law Enforcement Training]**

By: \_\_\_\_\_  
Signature of Keith Calloway, Executive Director  
By: \_\_\_\_\_  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

Second Grantor Approver

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

Third Grantor Approver

**[Kendall County]**

By: \_\_\_\_\_  
Signature of Authorized Representative  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

Second Grantee Approver  
(optional at Grantee's discretion)

## PART ONE – THE UNIFORM TERMS

### ARTICLE I DEFINITIONS

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

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

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

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective on **07/01/2025** and expires on **06/30/2030** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds **\$461,552.40**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

**Procedure for Advance Payment:**

A. The Grantee may be paid in advance, provided it maintains or demonstrates the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement; and the use of a financial management system that includes the following:

1) Identification of all grant awards received, related funds expended, and the programs under which they were received, including the title and number, award identification number, year issued, and name of the awarding agency.

2) Accurate, current, and complete disclosure of the financial results of each grant award or program in reports submitted at the appropriate deadlines, in a format that allows for ILETSB monitoring. The Grantee may develop accrual data for its reports based on an analysis of the documentation on hand.

3) Maintaining records that sufficiently identify the amount, source, and expenditure of grant funds for awards. These records must contain information necessary to identify awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.

4) Effective control over and accountability for all funds, property, and assets. The Grantee must safeguard all assets and ensure they are used solely for authorized purposes.

5) Comparison of expenditures with the approved budget amounts for each award.

6) Written procedures to implement the requirements of 44 Ill. Adm. Code 7000.120.

7) Maintenance of records documenting compliance with statutes, regulations, and the terms and conditions of the award, must be sufficient to prepare reports required by the terms and conditions; and tracking expenditures to establish that funds have been used in accordance with statutes, regulations, and the terms and conditions of the award, including any funds used for lobbying or otherwise influencing the creation, passage, or opposition of legislation.

B. ILETSB requires the completion of additional applications for any Grantee seeking to receive Advance funding to assert that the above conditions are met. Receipt of grant award is not itself approval for the use of advance funding. The determination of this request will be made by the ILETSB Grant Manager. The application will require the following:

1) Confirmation that Grantee is making a formal request for Advance payment,

2) A list of required documentation for review, and confirmation that is included with the application,

3) Information, budgets and/or approved pre-award documentation,

4) Acknowledgment that all Risk Assessment documentation will be completed: ICQ in the GATA Implementation Site and the PRA,

5) Guidelines regarding the Grantee's eligibility for Advance payment,

6) Information regarding the option to receive reimbursement with a working capital advance if Advance payment criteria are not met. 44 Ill. Admin. Code 7000.120(b)(3).

C. Advance payments to a Grantee must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the Grantee in carrying out the purpose of the approved program or project.

D. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Grantee for direct program or project costs. The Grantee must make timely payments to contractors, suppliers, or providers in accordance with the contract provisions.

E. Whenever possible, advance payment requests by the Grantee must be consolidated to cover anticipated cash needs for all awards received by the recipient from ILETSB.

F. Advance payment mechanisms must comply with the preference to distribute funds electronically, which includes, but are not limited to, Treasury checks and electronic funds transfers.

G. Grantees must be authorized to submit payment requests as often as necessary when electronic fund transfers are used or at least monthly when electronic transfers are not used.

H. ILETSB shall publish written procedures for determining the allowability of costs and advance funding options in accordance with the Administrative Rules of the grant Accountability and Transparency Act and the terms and conditions of the grant award. ILETSB must document the determination that the Grantee meets the requirements of advance payments in accordance with 44 Ill. Adm. Code 7000.120 (b)(1).

Procedure for Reimbursements:

A. Grantees will be paid via the reimbursement method when they do not meet the requirements of 44 Ill. Admin. Code 7000.120(b)(1), or upon a Grantee's request to use the reimbursement method of payment, or as stipulated in a specific condition. Grantees that have relevant specific conditions noted in their Uniform Grant Agreement based on the results of their Programmatic Risk Assessment (PRA) shall be paid via reimbursement method. Grantees who do not meet the requirements of 44 Ill. Admin. Code 7000.120(b)(1) may also request use of the Working Capital Advance payment method, detailed herein in a subsequent section.

B. ILETSB will disburse payments to the Grantee based on actual allowable costs incurred or expended as reported in their PFR submitted for the respective period, as described in their grant agreement.

Procedure for Working Capital Advance:

A. For Grantees that the Grant Program Manager or their designee determines that reimbursement is not feasible because the Grantee lacks sufficient working capital, the ILETSB may, in its sole discretion, provide a Working Capital Advance to the Grantee. Working Capital Advance payments may be requested by completing the Working Capital Advance Questionnaire or by other means as prescribed by ILETSB.

B. Grantees may request a Working Capital Advance payment for each grant program awarded by ILETSB. Requests must be submitted on the ILETSB Estimate Working Capital Advance Payment Requirements Forecast (Cash Budget) Form Template to the respective Grant Program Manager or their designee in the method prescribed in the grant program Notice of Funding Opportunity (NOFO), grant agreement, or as prescribed by ILETSB. The Cash Budget must include monthly cash requirements for every month of the grant term. Grantees must submit an updated cash budget at the request of the ILETSB Grant Program Manager, their designee, or a representative of the Office of Fiscal Management. A separate request must be submitted for each ILETSB grant program application. Requests must be signed by either the Chief Executive Officer or Chief Financial Officer (or equivalent) for the entity.

C. The ILETSB Grant Program Manager or their designee will advance the working capital payment to the Grantee to cover their estimated disbursement needs for an initial period of grant expenses. Additional startup costs may be approved as part of the working capital payment if determined by the ILETSB Grant Program Managers or their designees to be allowable

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **NA**. The federal awarding agency is **NA**, and the Federal Award date is **NA**. If applicable, the Assistance Listing Program Title is **NA** and Assistance Listing Number is **NA**. The Catalog of State Financial Assistance (CSFA) Number is **569-00-3496** and the CSFA Name is **FY26 Law Enforcement Camera Grant**. If applicable, the State Award Identification Number (SAIN) is **20261057**.

### ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a **Government Unit**.

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

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

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

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

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

(b) **Bid Rigging**. Grantee certifies that it has not been barred from contracting with a unit of

State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in

that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

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

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in

part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15)

days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

#### **ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

#### **ARTICLE VI BUDGET**

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently

submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## **ARTICLE VII ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and

must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## **ARTICLE VIII LOBBYING**

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors

regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## **ARTICLE X FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in

**PART TWO or PART THREE.**

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI  
PERFORMANCE REPORTING REQUIREMENTS**

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

**ARTICLE XII**  
**AUDIT REQUIREMENTS**

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards

(GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

#### 12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIII

## TERMINATION; SUSPENSION; NON-COMPLIANCE

### 13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

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

(i) Pursuant to a funding failure under Paragraph 4.1;

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

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

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

### 13.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

#### **ARTICLE XIV SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### **ARTICLE XV NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to

notify Grantor as required by Paragraph 15.1.

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

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

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

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## **ARTICLE XVII CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## **ARTICLE XVIII**

## **EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

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

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

## **ARTICLE XX INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

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

## **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

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

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII  
MISCELLANEOUS**

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

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

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

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

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

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

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART**

ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

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

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

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

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

The Law Enforcement Camera Grant Program was created to assist Illinois police agencies of municipalities, counties, park districts, public universities, and all units of Illinois local governmental recognized by the Board for the purchase or lease of:

- 1) in-car video cameras for use in law enforcement vehicles;
- 2) officer-worn body cameras for law enforcement officers;
- 3) data storage related to officer-worn cameras only, and training for law enforcement officers in the operation of the cameras.

**Pre-award costs are allowed.**

**Indirect costs are not allowed.**

**Pre-Award Requirements for requesting reimbursement on costs for Officer-worn cameras, In-Car Cameras, accessories, licensing, and data storage already purchased are as follows:**

1. **Reimbursement on Cameras and/or Data Storage/Server - original detailed invoice dated with date range and a zero balance Invoice with attached proof of payment (EFT or cancelled check) that must match the pre-award budget amount.**
2. **In-Car cameras- proof of installation via a work-order must show the date of completion in the squad cars and serial numbers installed prior to application submitted date.**

## EXHIBIT B

### DELIVERABLES OR MILESTONES

#### **Deliverables:**

Applicant shall submit a request for award of funds via the Amplifund portal. Necessary application forms and instructions are available through the Board's website at [ptb.illinois.gov](http://ptb.illinois.gov). Announcements will also be made in the Catalog of State Financial Assistance as a Notice of Funding Opportunity (NOFO) in accordance with 44 Ill. Adm. Code 7000.310.

#### Eligibility Criteria.

The law enforcement agency must:

- 1) be an Illinois law enforcement agency of a unit of local government, or public university that is recognized by the Board;
- 2) list their active law enforcement officers on a roster on file with the Board and LEDI; indicate that all active law enforcement officers reflected on the agency roster subject to the mandated training requirements of Section 7 of the Police Training Act are compliant with all Board training requirements at the time of award. Any officer that is not compliant may be listed as inactive upon reporting the date the officer left service, their expected date of return, the reason for leaving service, and an acknowledgement that all outstanding training will be completed within 60 days of return;
- 3) be compliant with all reporting requirements of Sections 15 and 20 of the Law Enforcement Camera Grant Act and Section 10-25 of the Law Enforcement Officer-Worn Body Camera Act [50 ILCS 706]. See 20 Ill. Adm. Code 1705.120
- 4) must meet GATA pre-qualification requirements and Applicant's must have the current annual Fiscal and Administrative Risk Assessment (ICQ) completed and approved by the closing date/time of the funding opportunity in which they are applying.
- 5) Must be current with all Financial reporting (Quarterly, annually)

#### **The following application materials will be required when applying for an award:**

- Grant Application filled in its entirety through Amplifund, including the budget template
- Mandatory Disclosures
- Conflict of Interest Affidavit (Grantee)
- Supporting Documentation of requested funds, including but not limited to;
  - a) Invoices/lease agreements and proof of payment matching the requested funding amount, listed in a detailed breakdown of per unit costs, accessories, training, and data storage. Bundled invoices can be accepted if costs of items are listed to show per line item in the bulk pricing.
    - 1) Data storage costs for body worn cameras and in-car cameras must be listed separately, if bundled. Only data storage costs for body worn cameras are allowable.
  - b) Additionally, for In-Car Cameras:
    - 1) Proof of installation, including serial numbers, via work-order and proof of payment at time of application submission for reimbursement

Grantees will be asked to verify: a) that any awarded advance funding will be held in a segregated, interest-bearing account if required by Administrative Rule; b) that the agency has already purchased, or will purchase or execute an agreement to purchase the subject equipment within six months of award; c) that the proper procurement process will be utilized; and d) that it will not have a conflict of interest with the selected vendor.

Please note: acceptance of the NOSA does not constitute an award. An agreement will need to be executed in order to constitute an award.

**Milestones:**

The period of performance for this grant is five years. During that period, grantees whose procurement methods are Reimbursement, Advanced Funding or Working Capital must submit the following:

1. Periodic Performance Reports (PPR) as stated in Exhibit D
2. Periodic Financial Reports (PFR)- as stated in Exhibit D
3. Annual reporting requirements per Camera Grant act as stated in Exhibit D

For Periodic Performance Report (PPR) in lieu of listing deliverables please attach the annual report template with data respective to the quarter in which you are reporting on. All reporting is required to be uploaded into Amplifund via Documents-Public folder.

Quarterly Reporting is due as follows in Amplifund:

Q1: July 1- September 30 due on October 1<sup>st</sup>

Q2: October 1-December 31 due on January 1<sup>st</sup>

Q3: January 1- March 31 due on April 1<sup>st</sup>

Q4: April 1-June 30 due on July 1<sup>st</sup>

**EXHIBIT C  
CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Allison Mesecher

Title: Grant Manager

Address: 500 S. 9th Street, Springfield, IL 62701

**GRANTEE CONTACT**

Name: Kevin Vaclavik

Title:

Address: 111 West Fox Street

Yorkville, IL 60560

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address:

**FOR GRANT ADMINISTRATION**

<b><u>GRANTOR CONTACT</u></b>	<b><u>GRANTEE CONTACT</u></b>
Name: Allison Mesecher	Name: Kevin Vaclavik
Title: Grant Manager	Title:
Address: 500 S. 9th Street, Springfield, IL 62701	Address: 1102 Cornell Ln. Yorkville, IL 60560
Phone: 217-558-1542	Phone: (630) 553-7500
TTY#:	TTY#:
E-mail Address: PTB.Grants@illinois.gov	E-mail Address: kvaclavik@kendallcountyil.gov

## EXHIBIT D

### PERFORMANCE MEASURES AND STANDARDS

Financial Reporting: Grantees must submit quarterly Periodic Financial Reports (PFRs) of their actual cash disbursements for reimbursement, advanced, or working capital procurements in the GATA Required Periodic Performance Report (PPR) and Periodic Financial Report (PFR) demonstrating all allowable expenditures with backup documentation for each quarter of operations until the end of the grant term. Grantees must submit PPRs/PFRs to their Amplifund account following the schedule listed in Exhibit B. For the PPR submission please utilize and attach the annual reporting Excel template to your Amplifund Public Documents. Reports are required throughout the term of the agreement.

#### Annual Reporting:

Each law enforcement agency receiving a grant for **in-car video cameras** under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly (see below for email address) on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include the following: (1) the number of cameras received by the law enforcement agency; (2) the number of cameras actually installed in law enforcement agency vehicles; (3) a brief description of the review process used by supervisors within the law enforcement agency; (4) a list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter. Proceedings to which this paragraph (4) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains; and (5) any other information relevant to the administration of the program.

The Annual reports will be sent to:

ILETSB: [PTB.CameraReporting@illinois.gov](mailto:PTB.CameraReporting@illinois.gov)

Governor: [gov.reports@illinois.gov](mailto:gov.reports@illinois.gov)

General Assembly: [reports@ilga.gov](mailto:reports@ilga.gov)

Each law enforcement agency receiving a grant for **officer-worn body cameras - data storage** under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly (see below for email addresses) on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant. The report shall include: (1) a brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras; (2) the number of officer-worn body cameras utilized by the law enforcement agency; (3) any technical issues with the equipment and how those issues were remedied; (4) a brief description of the review process used by supervisors within the law enforcement agency; (5) for each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations: (A) the time, date, and location of the incident; and (B) the offenses charged and the date charges were filed; (6) for a recording used in a civil proceeding or internal affairs investigation: (A) the number of pending civil proceedings and internal investigations; (B) in resolved civil proceedings and pending investigations: (i) the nature of the complaint or allegations; (ii) the disposition, if known; and (iii) the date, time and location of the incident; and (7) any other information relevant to the administration of the program.

The Annual reports will be sent to:

ILETSB: [PTB.CameraReporting@illinois.gov](mailto:PTB.CameraReporting@illinois.gov)

Governor: [gov.reports@illinois.gov](mailto:gov.reports@illinois.gov)

General Assembly: [reports@ilga.gov](mailto:reports@ilga.gov)

Additional Information: From time to time, the Board may request any other information relevant to the program's administration.

## **EXHIBIT E**

### **SPECIFIC CONDITIONS**

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

## **PART TWO –GRANTOR-SPECIFIC TERMS**

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

[Here is where Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of **PART TWO** should be ARTICLE XXIII and the first paragraph should be 23.1.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART TWO**.]

23.1 Pre award costs identified in Section 4.2 may be claimed for reimbursement if they are directly related to and allowable under the program specific terms.

23.2 The Period of Performance is five years from the date of execution of the Uniform Grant Agreement.

23.3 Indirect costs referenced in Section 7.2 are not authorized under this award.

### **PART THREE –PROJECT-SPECIFIC TERMS**

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

[Here is where Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART THREE**.]

24.1 In addition to the reporting requirements of Section 5.1, grantees must also comply with the reporting requirements of 50 ILCS 707/15 and 50 ILCS 707/20 if they were awarded body worn or in-car cameras, respectively.



# Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 3/18/2026  
**Subject:** Approval of Petition 26-02, Granting a Special Use Permit for a Dwelling Unit of a Watchman at 949 Bell Road  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of Petition 26-02, a Request from Debrae L. Chow on Behalf of Jade Restorations, Inc. for a Special Use Permit for a Dwelling Unit for a Watchman and Family at 949 Bell Road, Minooka (Portion of PIN: 09-24-100-012) in Seward Township; Property is Zoned B-3

**Previous Board/Committee Review:**

Kendall County Regional Planning Commission – Approval with Conditions (8-0-1) on February 25, 2026

Kendall County Zoning Board of Appeals – Approval with Conditions (7-0) on March 2, 2026

Kendall County Planning, Building and Zoning Committee – Approval with Conditions (4-0-1) on March 9, 2026

**Fiscal impact:**

N/A

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**Background and Discussion:**

The record for this Petition can be found here, <https://www.kendallcountyil.gov/home/showpublisheddocument/34690/639081466086030000>.

**Staff Recommendation:**

Approval with Conditions

**Attachments:**

Proposed Ordinance

**ORDINANCE NUMBER 2026-\_\_\_\_\_**

**GRANTING A SPECIAL USE PERMIT FOR A DWELLING UNIT FOR A WATCHMAN AND  
THEIR IMMEDIATE FAMILY AT 949 BELL ROAD AND IDENTIFIED BY PARCEL  
IDENTIFICATION NUMBER 09-24-100-012 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 36-749 (9) of the Kendall County Code permits of dwelling units for watchmen and their immediate families, including caretakers as a special use in the B-3 Highway Business Zoning District; and

WHEREAS, the property which is the subject of this Ordinance has been, since 2024, and remains currently located within the B-3 Highway Business Zoning District and consists of approximately 2.11 +/- acres located on a portion of 949 Bell Road (PIN: 09-24-100-012), in Seward Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the subject property is currently owned by Jade Restorations, Inc. as represented by Deb Chow and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about January 30, 2026, Petitioner’s representative filed a petition for special use permit for a dwelling unit of a watchman and their immediate family at the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on February 5, 2026, due and proper notification to the Village of Shorewood on or about February 9, 2026, due and proper notification to Seward Township on or about February 6, 2026, and due and proper notification to all property owners of record of properties adjacent and adjoining the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals conducted a public hearing on March 2, 2026, at 7:00 p.m., in the County Office Building at 504 S. Main Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested major amendment to an existing special use permit and zero members of the public testified in favor or in opposition or asked question of the requested major amendment to an existing special use permit; 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 March 2, 2026, 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 of the requested special use permit with conditions; 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, the 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; 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 for a dwelling unit for a watchman and their immediate family 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, landscaping plan attached hereto as Exhibit D, photometric plan attached hereto as Exhibit E, and building renderings attached hereto as Exhibit F.
  - B. The owner of the property shall submit information to the Kendall County Planning, Building and Zoning Department annually confirming that the tenants of the apartment are employed as a watchman of a business operating on the subject property or are immediate family members of the watchman. Only one (1) watchman and the family of the one (1) watchman may reside on the second floor of the mixed use building shown identified on the site plan attached hereto as Exhibit C.
  - C. The vegetation shown on the landscaping plan attached hereto as Exhibit D shall be installed prior to June 1, 2027. The Kendall County Planning, Building and Zoning Department may grant extensions to this deadline. Damaged or dead vegetation shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
  - D. The property owner and residents of the watchman's quarters acknowledge and agree to follow Kendall County's Right to Farm Clause.
  - E. The property owner shall follow all applicable Federal, State, and Local laws related to renting the property to a watchman and the family of the watchman.
  - F. 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.
  - G. 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 18<sup>th</sup> day of March, 2026.

Attest:

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Kendall County Clerk  
Debbie Gillette

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Kendall County Board Chairman  
Matt Kellogg

**LEGAL DESCRIPTIONS  
JADE RESTORATIONS, INC.  
NEC RIDGE RD. & BELL RD.  
KENDALL COUNTY, ILLINOIS**

**PARCEL 3 (JJ'S COMPLETE AUTO SHOP, RE-ZONING B3 TO B3-SU)**

THAT PART OF THE SOUTH 1281.17 FEET OF THE WEST 680.00 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 01 DEGREES 45 MINUTES 20 SECONDS WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER, 579.95 FEET TO THE SOUTH LINE OF THE 80 FOOT WIDE NATURAL GAS PIPELINE EASEMENT AS DESCRIBED IN BOOK 103 PAGE 333 IN KENDALL COUNTY RECORDS; THENCE SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SAID SOUTH LINE, 504.74 FEET TO THE EAST LINE OF THE WEST 502.00 FEET OF SAID NORTHWEST QUARTER AND TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SAID SOUTH LINE, 178.97 FEET TO THE EAST LINE OF THE WEST 680.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 45 MINUTES 20 SECONDS EAST, ON SAID EAST LINE, 507.99 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 10 MINUTES 23 SECONDS WEST, ON SAID SOUTH LINE, 178.00 FEET TO THE EAST LINE OF THE WEST 502.00 FEET OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 45 MINUTES 20 SECONDS WEST, ON SAID EAST LINE, 526.83 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

## Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 26-02 on March 2, 2026. On March 2, 2026, the Kendall County Zoning Board of Appeals issued the following Findings of Fact and Recommendation by a vote of seven (7) in favor and zero (0) in opposition.

### **FINDINGS OF FACT-SPECIAL USE PERMIT**

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, landscaping plan, and photometric plan and provided the owner of the property and tenant of the property follows the Kendall County's Inoperable Vehicle Regulations, Kendall County Junk and Debris Regulations, and related ordinances, the special use permit will not be detrimental to the public health, safety, morals, comfort, or general welfare.***

*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 that 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 proposed special use will be a low utility user. Adequate utilities can be provided for the site. Adequate access exists for the site. The Petitioner has applied for a stormwater management permit to address drainage***

*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.***

*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 is true. Allowing a dwelling unit for a watchman is consistent with an objective found on Page 9-21 of the Kendall County Land Resource Management Plan which calls for "a strong base of agricultural, commercial and industrial uses that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents" through the encouragement ". . . of locally owned businesses."** Allowing a dwelling unit for a watchman at the property should help ensure that the building is maintained in a manner retains a quality tenant.*

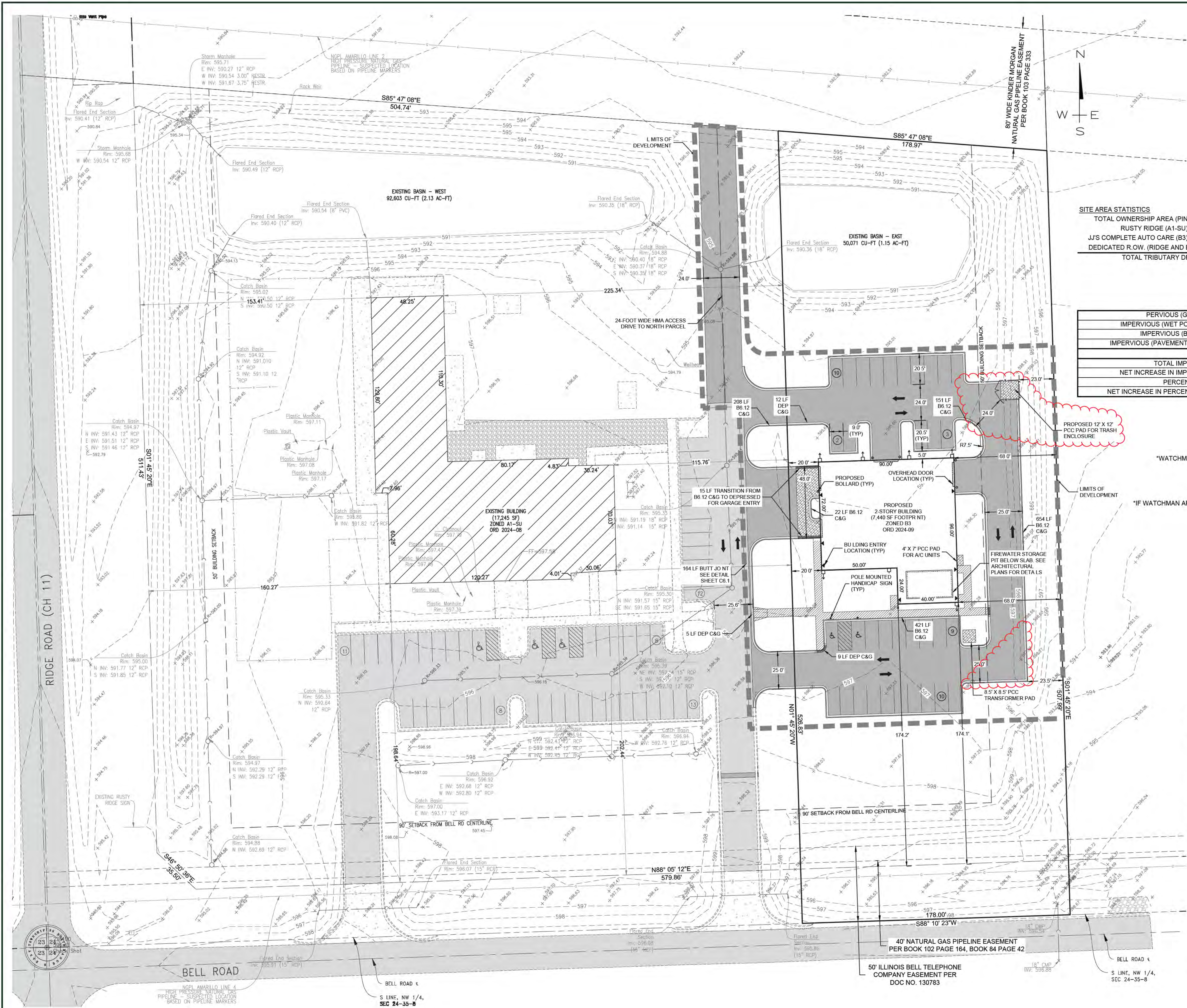
### **RECOMMENDATION**

Approval, subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C, landscaping plan attached hereto as Exhibit D, photometric plan attached hereto as Exhibit E, and building renderings attached hereto as Exhibit F.
2. The owner of the property shall submit information to the Kendall County Planning, Building and Zoning Department annually confirming that the tenants of the apartment are employed as a watchman of a business operating on the subject property or are immediate family members of the

watchman. Only one (1) watchman and the family of the one (1) watchman may reside on the second floor of the mixed use building shown identified on the site plan attached hereto as Exhibit C.

3. The vegetation shown on the landscaping plan attached hereto as Exhibit D shall be installed prior to June 1, 2027. The Kendall County Planning, Building and Zoning Department may grant extensions to this deadline. Damaged or dead vegetation shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
4. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box.
5. The property owner and residents of the watchman's quarters acknowledge and agree to follow Kendall County's Right to Farm Clause.
6. The property owner shall follow all applicable Federal, State, and Local laws related to renting the property to a watchman and the family of the watchman.
7. 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.
8. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
9. This special use permit shall be treated as a covenant running with the land and will be binding on successors, heirs, and assigns as to the same special use conducted on the property.



**SITE AREA STATISTICS**

TOTAL OWNERSHIP AREA (PIN 09-24-100-012):	870,676 SF	19.99 AC
RUSTY RIDGE (A1-SU) ZONING AREA:	277,782 SF	6.38 AC
JJ'S COMPLETE AUTO CARE (B3) ZONING AREA:	92,099 SF	2.11 AC
DEDICATED R.O.W. (RIDGE AND BELL RD) AREA:	65,221 SF	1.50 AC
TOTAL TRIBUTARY DRAINAGE AREA:	304,660 SF	6.99 AC

**TOTAL TRIBUTARY DRAINAGE AREA STATISTICS**

	EXISTING CONDITIONS (SF)	EXISTING CONDITIONS (AC)	PROPOSED CONDITIONS (SF)	PROPOSED CONDITIONS (AC)
PERVIOUS (GRASSED) AREA	223,827	5.14	183,350	4.21
IMPERVIOUS (WET POND HWL) AREA	23,548	0.54	23,548	0.54
IMPERVIOUS (BUILDING) AREA	17,245	0.40	24,685	0.57
IMPERVIOUS (PAVEMENT & CURB) AREA	40,040	0.92	73,077	1.68
TOTAL AREA	304,660	6.99	304,660	6.99
TOTAL IMPERVIOUS AREA	80,833	1.86	121,310	2.78
NET INCREASE IN IMPERVIOUS AREA			40,477	0.93
PERCENT IMPERVIOUS		26.5%		39.8%
NET INCREASE IN PERCENT IMPERVIOUS				13.3%

**PARKING SUMMARY**

	EXISTING	REQUIRED	PROVIDED
JJ'S COMPLETE AUTO CARE			
MECHANIC SHOP (3 STALLS/BAY+1 STALL/EMP)	0	17	25
*WATCHMAN QUARTERS (2 BR APARTMENT) (2 STALLS/1,000 SF UNIT)	0	2	7
HANDICAP STALLS	0	0	2
TOTAL	0	19	34

\*IF WATCHMAN APARTMENT IS CONVERTED TO PROFESSIONAL OFFICE IN THE FUTURE, PARKING REQUIRED WILL BE 1 STALL PER 200 SF, OR 7 STALLS

- EXISTING PCC PAVEMENT
- EXISTING GRAVEL AREA
- EXISTING HMA PAVEMENT
- PROPOSED HMA PAVEMENT (2.743 SY)
- PROPOSED 1.5-INCH MILL AND RESURFACE (75 SY)
- PROPOSED PCC PAVEMENT (60 SY)

**LEGAL DESCRIPTION**

PARCEL 3 (JJ'S COMPLETE AUTO SHOP)

THAT PART OF THE SOUTH 1281.17 FEET OF THE WEST 680.00 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 01 DEGREES 45 MINUTES 20 SECONDS WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER, 579.95 FEET TO THE SOUTH LINE OF THE 80 FOOT WIDE NATURAL GAS PIPELINE EASEMENT AS DESCRIBED IN BOOK 103 PAGE 333 IN KENDALL COUNTY RECORDS; THENCE SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SA D SOUTH LINE, 504.74 FEET TO THE EAST LINE OF THE WEST 502.00 FEET OF SAID NORTHWEST QUARTER AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SA D SOUTH LINE, 178.97 FEET TO THE EAST LINE OF THE WEST 680.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 45 MINUTES 20 SECONDS EAST, ON SA D EAST LINE, 597.99 FEET TO THE SOUTH LINE OF SA D NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 10 MINUTES 23 SECONDS WEST, ON SA D SOUTH LINE, 178.00 FEET TO THE EAST LINE OF THE WEST 502.00 FEET OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 45 MINUTES 20 SECONDS WEST, ON SAID EAST LINE, 526.83 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

**COOK ENGINEERING GROUP**

Civil Engineering & Land Development Consulting  
 26316 Mapleview Drive  
 Plainfield, IL 60565  
 815.577.1707 T 815.577.2595 F  
 www.cookengrpgroup.com

#	DATE	REVISION DESCRIPTION
1	12/11/2025	PER KENDALL COUNTY REVIEW
2	01/05/2026	PER KENDALL COUNTY REVIEW
3	01/21/2026	PER KENDALL COUNTY REVIEW
4	02/26/2026	PER KPCRC REVIEW COMMENTS
5		
6		
7		
8		
9		
10		

**SPECIAL USE SITE PLAN**

**JJ'S COMPLETE AUTO SHOP**  
 NEC BELL ROAD & RIDGE ROAD  
 KENDALL COUNTY, MINOOKA, IL 60447

PREPARED FOR  
**JADE RESTORATIONS, INC.**

MS. DEB CHOW

CEG JOB NUMBER  
**2024-102**

SCALE: 1" = 30'

DRAWN BY: GRC

CHECKED BY: EKH

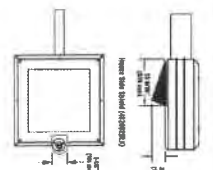
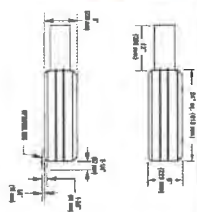
DATE: 10/09/2025

SHEET: **1 of 1**

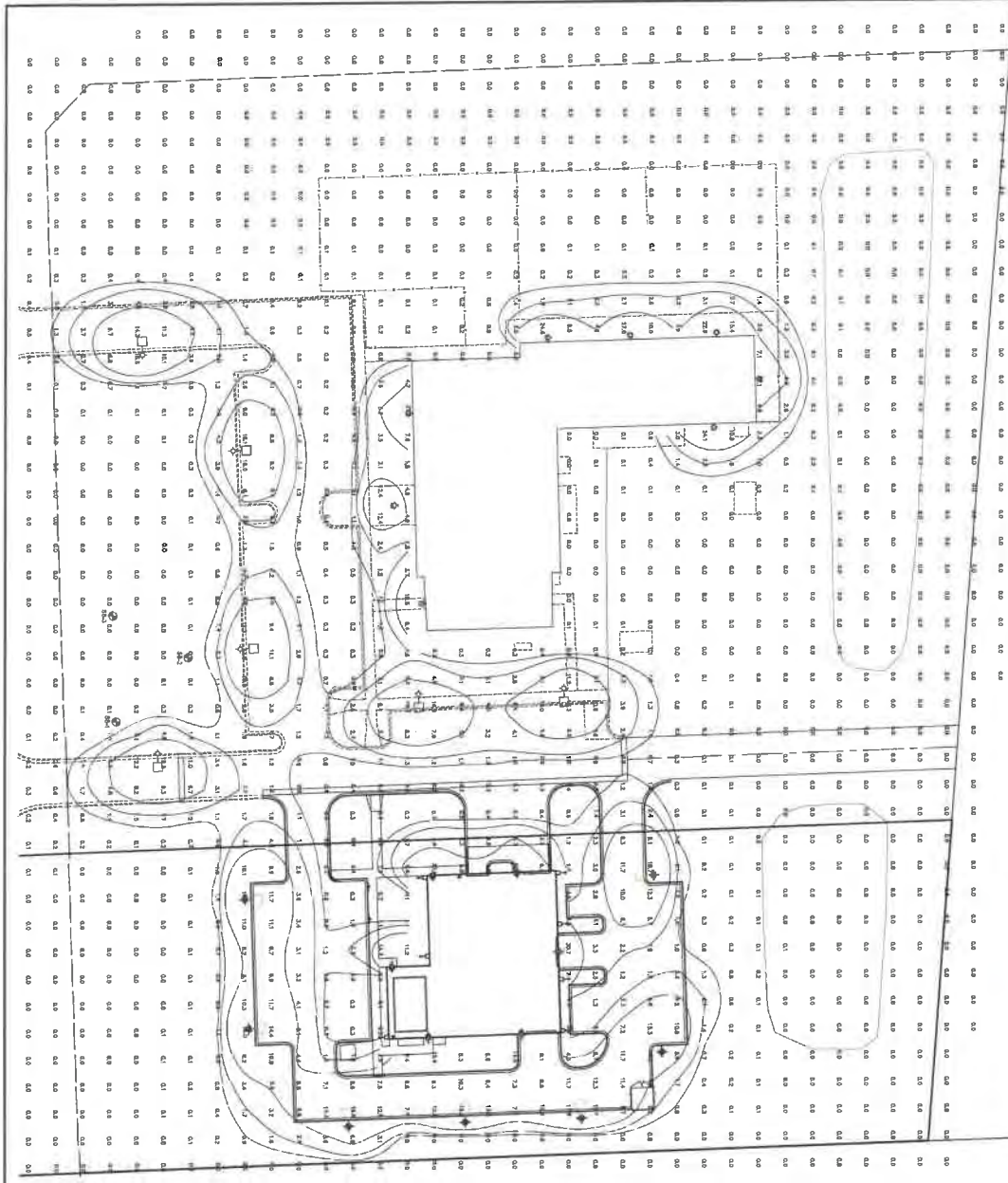
© Copyright, 2026



LUMINAIRE SCHEDULE					
CATEGORY	SYMBOL	DESCRIPTION	REMARKS	QUANTITY	DETAILED ELEVATION
P		POLE MOUNTED 300W Full-Cutoff Outdoor Area Light	ELECTRONIC	7	20'
W		Architectural 100W Full-Cutoff LED Wall Light	ELECTRONIC WALL	6	10'

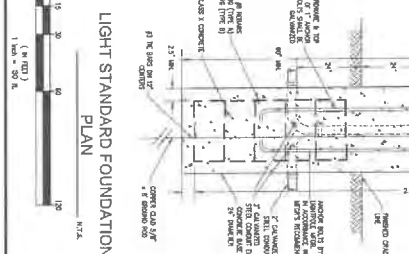
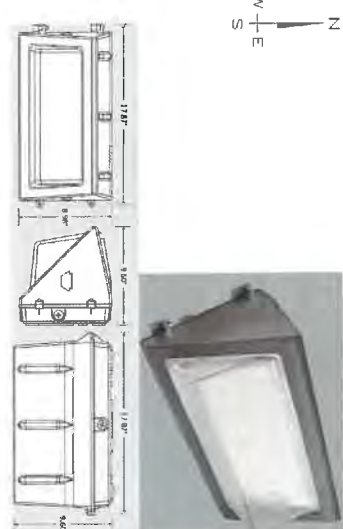


SYMBOL	DESCRIPTION	QUANTITY
P	Pole Mounted 300W Full-Cutoff Outdoor Area Light	7
W	Architectural 100W Full-Cutoff LED Wall Light	6



**GENERAL PHOTOMETRIC SCHEDULE**

AVERAGE FOOT-CANDELES	1.39
MAXIMUM FOOT-CANDELES	37.4
MINIMUM FOOT-CANDELES	0.0
UNIFORMITY FOOT-CANDELES	0.00
MAXIMUM TO MINIMUM FC RATIO	37.44 / 0.00
AVERAGE TO MINIMUM FC RATIO	1.39 / 0.00



**PHOTOMETRIC PLAN**

**JJ'S COMPLETE AUTO SHOP**  
 NEC BELL ROAD & RIDGE ROAD  
 KENDALL COUNTY, MINOOKA, IL 60447

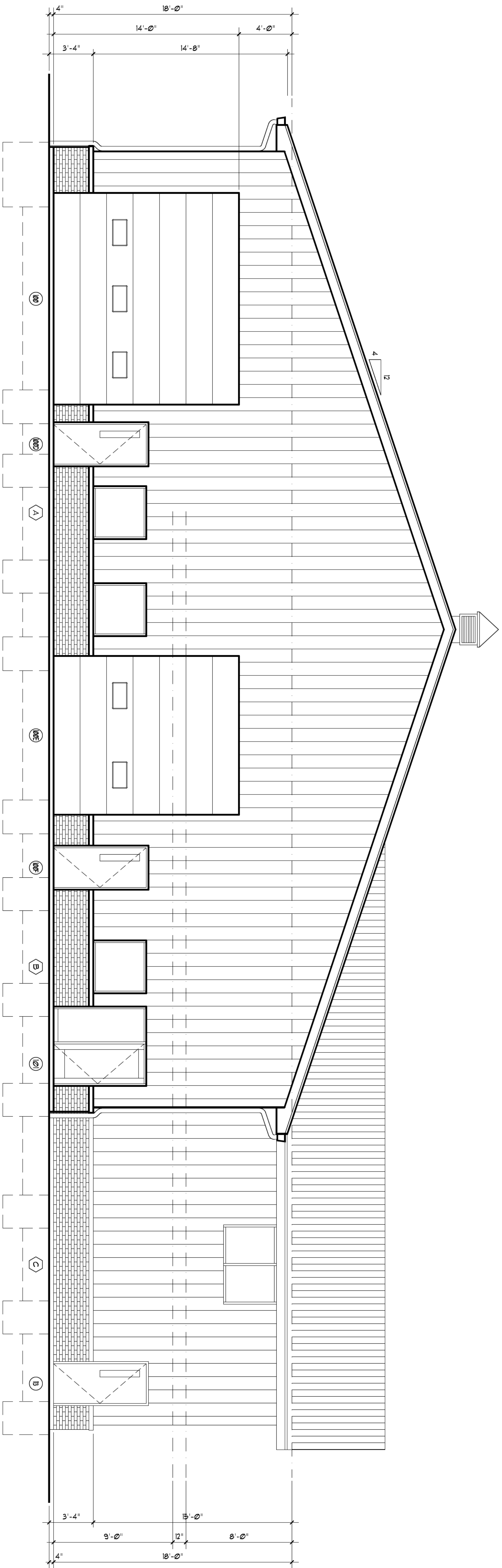
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 CHECKED BY: DHC  
 DATE: 1/20/12

1 of 1

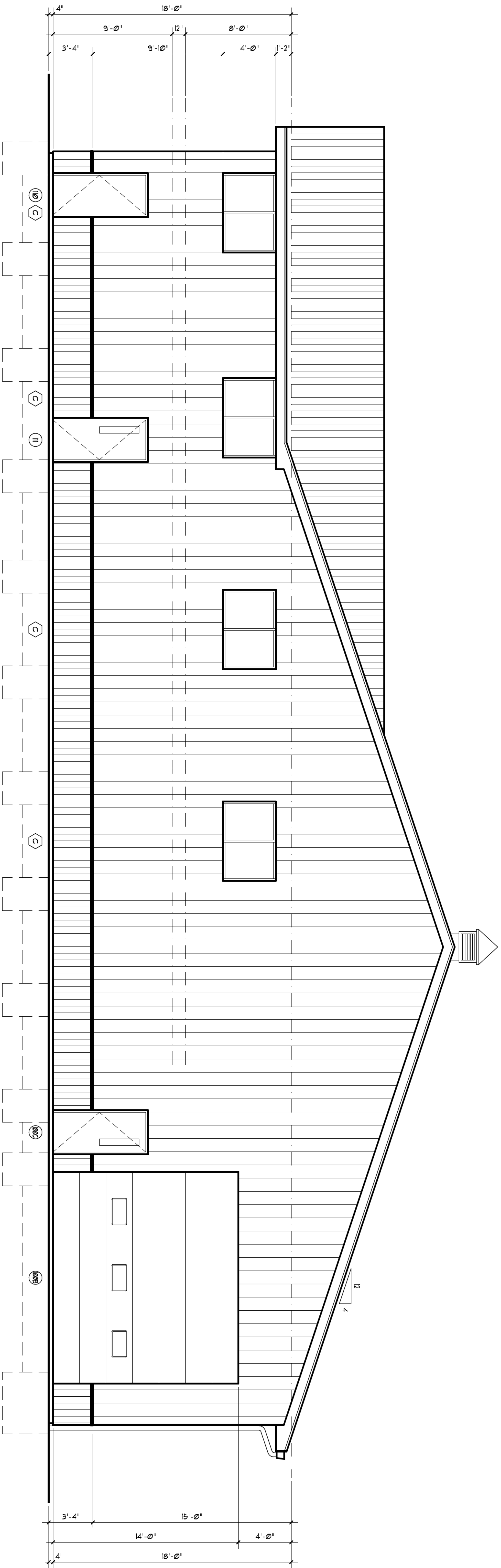
**COOK ENGINEERING GROUP**

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FRONT (SOUTH) ELEVATION  
SCALE: 1/4" = 1'-0"



REAR (NORTH) ELEVATION  
SCALE: 1/4" = 1'-0"

**NOTES:**

1. FOR GENERAL NOTES SEE DRAWINGS C91000, G9100 AND G9101.
2. FOR EXTERIOR MATERIALS NOT NOTED SEE TYPICAL WALL SECTIONS ON DRAWING A4100.

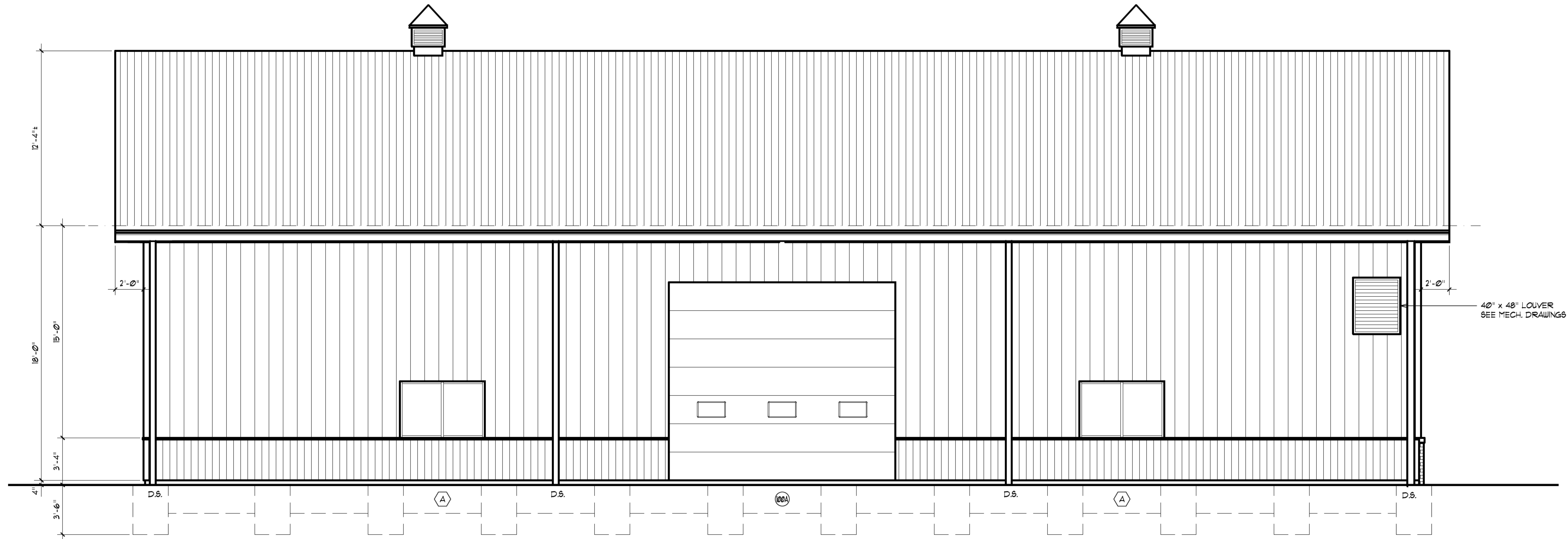
**PROPOSED DIESEL MECHANIC SHOP for:  
JJ's COMPLETE AUTO SHOP and JADE RESTORATIONS  
BELL ROAD (KENDALL COUNTY) MINOOKA, ILLINOIS 60447**

project no. 2370  
date 2/3/2025  
issued for Permit 10/7/25

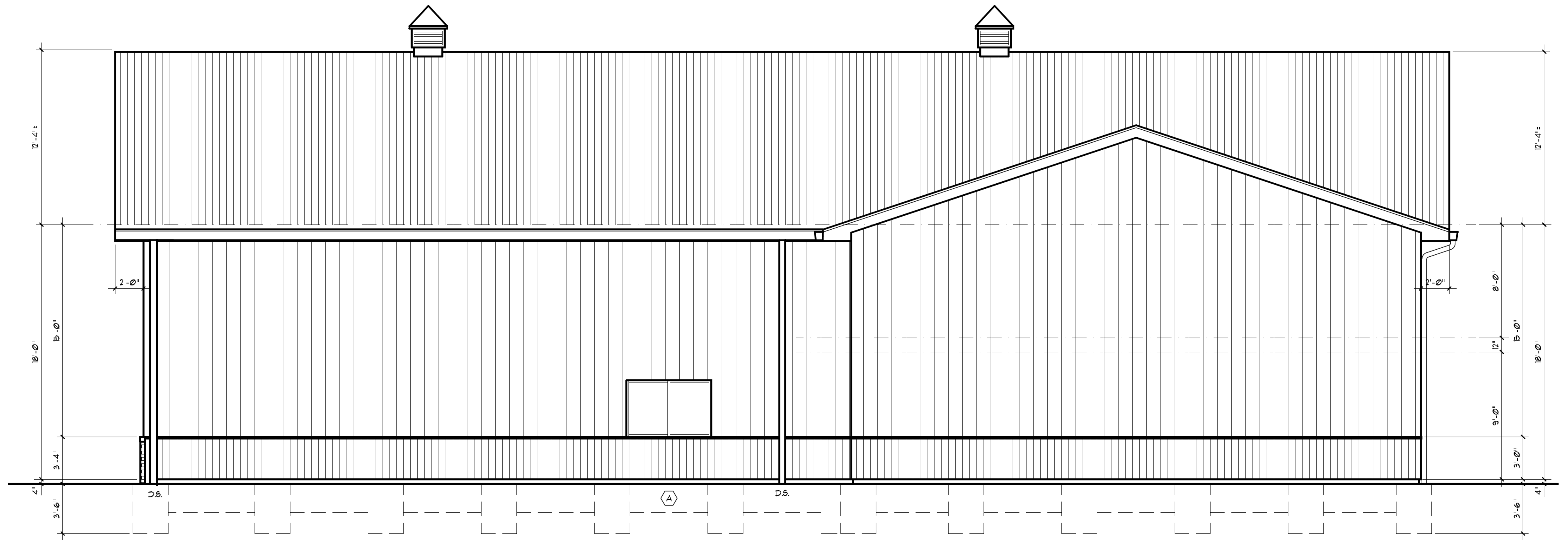
Building Elevations

**A2.00**

gregory e. lyons, architect  
office  
file  
cell



LEFT (WEST) ELEVATION  
SCALE: 1/4" = 1'-0"



RIGHT (EAST) ELEVATION  
SCALE: 1/4" = 1'-0"

NOTES:

1. FOR GENERAL NOTES SEE DRAWINGS C0100, G0100 AND G0101.
2. FOR EXTERIOR MATERIALS NOT NOTED SEE TYPICAL WALL SECTIONS ON DRAWING A400.

GREGORY E. LYONS ARCHITECT  
office  
elox  
cell

**PROPOSED DIESEL MECHANIC SHOP for:  
JJ's COMPLETE AUTO SHOP and JADE RESTORATIONS  
BELL ROAD (KENDALL COUNTY) MINOOKA, ILLINOIS 60447**

project no. 2370  
date 2/3/2025  
Issued for Permit 10/7/25

Building Elevations  
**A2.01**

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## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 3/18/2026  
**Subject:** Approval of Petition 26-03, Granting a Major Amendment to an Existing Special Use Permit for a Kennel and Veterinary at 949 Bell Road  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

---

**Action Requested:**

Approval of Petition 26-03, a Request from Debrae L. Chow on Behalf of Jade Restorations, Inc. for a Major Amendment to a Special Use Permit for a Kennel and Veterinary Granted by Ordinance 2020-01 and amended by Ordinances 2023-05 and 2024-08 at 949 Bell Road, Minooka (Portion of PIN: 09-24-100-012) in Seward Township; Property is Zoned A-1 with a Special Use Permit

**Previous Board/Committee Review:**

Kendall County Regional Planning Commission – Approval with Conditions (8-0-1) on February 25, 2026

Kendall County Zoning Board of Appeals – Approval with Conditions (7-0) on March 2, 2026

Kendall County Planning, Building and Zoning Committee – Approval with Conditions (4-0-1) on March 9, 2026

**Fiscal impact:**

N/A

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**Background and Discussion:**

The record for this Petition can be found here,  
<https://www.kendallcountyil.gov/home/showpublisheddocument/34692/639081466394330000>.

**Staff Recommendation:**

Approval with Conditions

**Attachments:**

Proposed Ordinance

ORDINANCE NUMBER 2026-\_\_\_\_\_

**MAJOR AMENDMENT TO A SPECIAL USE PERMIT FOR A KENNEL AND VETERINARY ESTABLISHMENT GRANTED BY ORDINANCE 2020-01, AMENDED BY ORDINANCE 2023-05, AND AMENDED BY ORDINANCE 2024-08 BY CHANGING THE SITE PLAN AT 949 BELL ROAD, MINOOKA (PART OF PIN: 09-24-100-012) IN SEWARD TOWNSHIP**

*WHEREAS*, Sections 36-124 of the Kendall County Code permits the Kendall County Board to grant major amendments to special use permits and provides the procedure through which major amendments special use permits are granted; 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 Zoning District and consists of approximately 8.5 more or less acres located at the southwest corner of 949 Bell Road, Minooka (Part of PIN: 09-24-100-012) in Seward Township. The legal description for the area proposed for major amendment to an existing special use permit is set forth in Exhibit A attached hereto and incorporated by reference, and the area proposed for map amendment shall hereinafter be referred to as “the subject property”; and

*WHEREAS*, on or about February 18, 2020, the subject property was granted a special use permit for a kennel and veterinary establishment by the County Board through Ordinance 2020-01; and

*WHEREAS*, on or about February 21, 2023, a major amendment to the special use permit granted by Ordinance 2020-01 was approved by the County Board through Ordinance 2023-05; and

*WHEREAS*, on or about March 20, 2024, a major amendment to the special use permit granted by Ordinance 2020-01 and amended by Ordinance 2023-05 was approved by the County Board through Ordinance 2024-08; and

*WHEREAS*, the subject property is currently owned by Jade Restorations, Inc. as represented by Deb Chow and shall hereinafter be referred to as “Petitioner”; and

*WHEREAS*, on or about January 30, 2026, Petitioner’s representative filed a petition for a major amendment to the existing special use permit as amended by amending the site plan by removing certain parking spaces and changing the location of the sign; and

*WHEREAS*, following due and proper notice by publication in the Kendall County Record on February 5, 2026, due and proper notification to the Village of Shorewood on or about February 9, 2026, due and proper notification to Seward Township on or about February 6, 2026, and due and proper notification to all property owners of record of properties located within seven hundred fifty feet of the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals conducted a public hearing on March 2, 2026, at 7:00 p.m., in the County Office Building at 504 S. Main Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested major amendment to an existing special use permit and zero members of the public testified in favor or in opposition or asked question of the requested major amendment to an existing special use permit; 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 major amendment to an existing special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated March 2, 2026, 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 of the requested major amendment to an existing special use permit with conditions; 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

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 major amendment to an existing special use permit at the subject property subject to the following conditions and restrictions:
  - A. Condition 2.A of Ordinance 2020-01, Condition 2.A of Ordinance 2023-05, and Condition 2.A of Ordinance 2024-08 are hereby repealed in their entirety and are replaced with the following:

“The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C. The landscaping plan and photometric plan attached to Ordinance 2023-05 shall remain valid except on those portions of the property not zoned A-1.”
  - B. The remaining conditions and restrictions contained in Ordinance 2020-01, Ordinance 2023-05, and Ordinance 2024-08 shall remain valid and effective.
  - C. 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.
  - D. If one or more of the above conditions or restrictions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
  - E. These major amendments to an existing special use permit shall be treated as covenants running with the land and are binding on the successors, heirs, and assigns as to the same special uses conducted on the property.
3. 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 Map Amendment.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18<sup>th</sup> day of March, 2026.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg

**LEGAL DESCRIPTIONS  
JADE RESTORATIONS, INC.  
NEC RIDGE RD. & BELL RD.  
KENDALL COUNTY, ILLINOIS**

**PARCEL 1 (RUSTY RIDGE ANIMAL CENTER, A1-SU ZONING)**

THAT PART OF THE SOUTH 1281.17 FEET OF THE WEST 680.00 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 01 DEGREES 45 MINUTES 20 SECONDS WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER, 579.95 FEET TO THE SOUTH LINE OF THE 80 FOOT WIDE NATURAL GAS PIPELINE EASEMENT AS DESCRIBED IN BOOK 103 PAGE 333 IN KENDALL COUNTY RECORDS; THENCE SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SAID SOUTH LINE, 504.74 FEET TO THE EAST LINE OF THE WEST 502.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 45 MINUTES 20 SECONDS EAST, ON SAID EAST LINE, 526.83 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 10 MINUTES 23 SECONDS WEST, ON SAID SOUTH LINE, 502.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

## Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 26-02 on March 2, 2026. On March 2, 2026, the Kendall County Zoning Board of Appeals issued the following Findings of Fact and Recommendation by a vote of seven (7) in favor and zero (0) in opposition.

### **FINDINGS OF FACT-MAJOR AMENDMENT TO AN EXISTING SPECIAL USE PERMIT**

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. **The kennel and veterinary establishment are already in existence. The reduction of parking spaces and relocation of the sign should not negatively impact the public health, safety, morals, comfort, or general welfare of the area.***

*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. **None of the lighting or landscaping installed at the site will be removed as part of this proposal. No evidence has been provided showing the that use of the property as a kennel and veterinary establishment has negatively impacted property values or was injurious to neighboring land uses.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **This is true. Adequate ingress and egress has been provided off of Bell Road and traffic circulation should not be negatively impacted by the removal of the parking spaces as outlined in the proposal. The relocation of the sign should also not impact traffic flow. The development of the site was in compliance with a County issued stormwater permit which included the proposed driveway extension.***

*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. The Petitioners are not proposing any changes related to the operation of the business allowed by the previously approved special use permit. Other than the removal of the twelve (12) parking spaces and relocation of the sign, no other changes are proposed to physical layout of the site.***

*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. **True, the proposed use is consistent with an objective found on Page 9-21 of the Kendall County Land Resource Management Plan which calls for “a strong base of agricultural, commerce and industry that provides a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents.” The Land Resource Management Plan calls for the subject property to be commercial.***

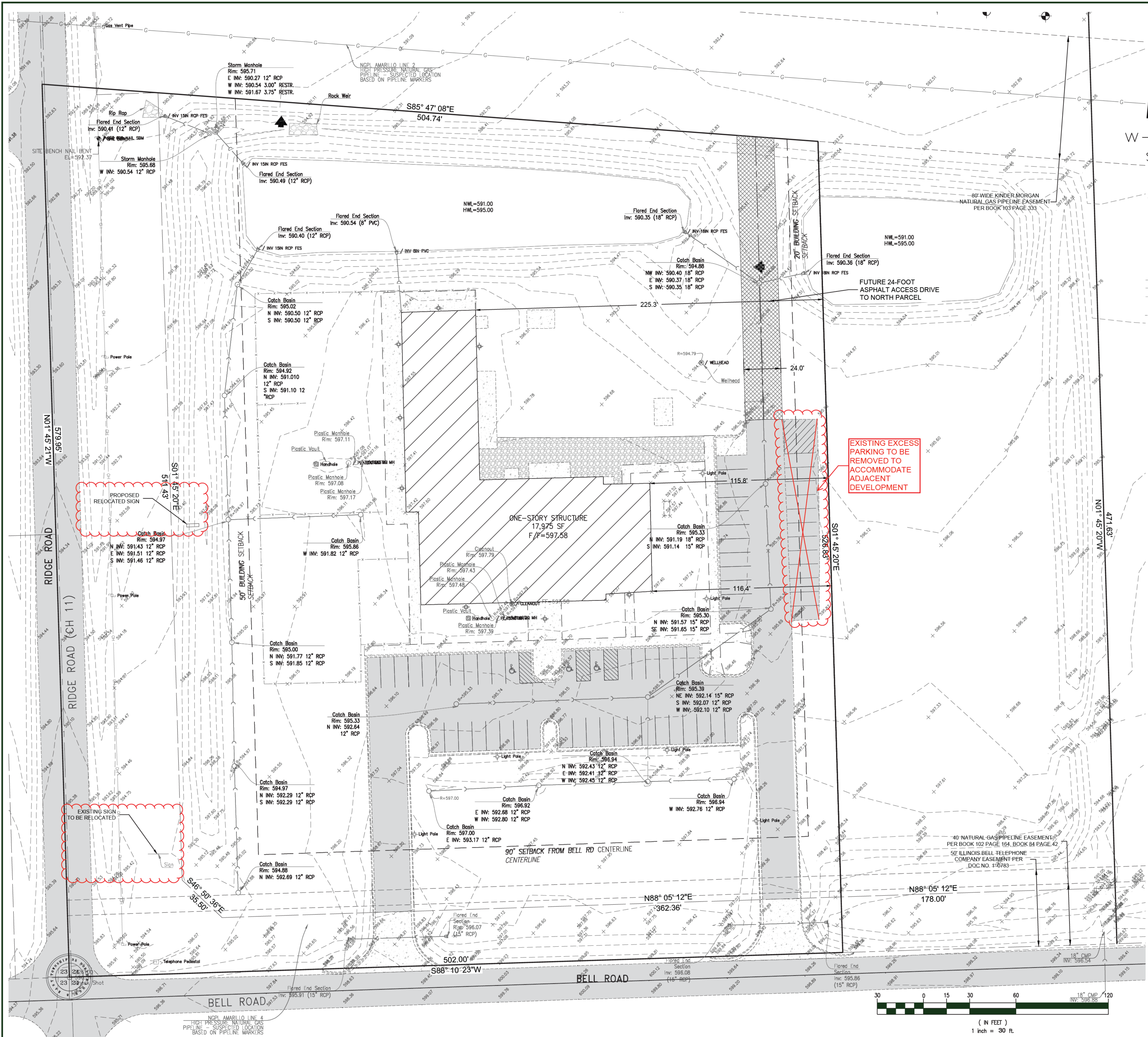
### **RECOMMENDATION**

Approval, subject to the following conditions and restrictions:

1. Condition 2.A of Ordinance 2020-01, Condition 2.A of Ordinance 2023-05, and Condition 2.A of Ordinance 2024-08 are hereby repealed in their entirety and are replaced with the following:

“The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C. The landscaping plan and photometric plan attached to Ordinance 2023-05 shall remain valid except on those portions of the property not zoned A-1.”

2. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
3. The remaining conditions and restrictions contained in Ordinance 2020-01, Ordinance 2023-05, and Ordinance 2024-08 shall remain valid and effective.
4. 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.
5. If one or more of the above conditions or restrictions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
6. These major amendments to an existing special use permit shall be treated as covenants running with the land and are binding on the successors, heirs, and assigns as to the same special uses conducted on the property.



**CONCRETE PAVEMENT**

**GRAVEL AREA**

**HMA PAVEMENT**

**LEGEND**

FLARED END SECTION

STORM MANHOLE

STORM INLET

CATCH BASIN

FIRE HYDRANT

VALVE AND VAULT

VALVE BOX

B BOX

SANITARY MANHOLE

STORM SEWER

WATERMAIN

SANITARY SEWER

CONTOUR

SILT FENCE

OVERLAND FLOW PATH

**SITE LOCATION**

**ABBREVIATIONS**

FF - TOP OF FOUNDATION

FF - FINISHED FLOOR ELEVATION

LO - LOOKOUT ELEVATION

W.O. - WALKOUT ELEVATION

G.E. - GARAGE ENTRY ELEVATION

**LEGAL DESCRIPTION**

**PARCEL 1 (RUSTY RIDGE ANIMAL CENTER)**  
 THAT PART OF THE SOUTH 1281.17 FEET OF THE WEST 680.00 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 01 DEGREES 45 MINUTES 20 SECONDS WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER, 579.95 FEET TO THE SOUTH LINE OF THE 80 FOOT WIDE NATURAL GAS PIPELINE EASEMENT AS DESCRIBED IN BOOK 103 PAGE 333 IN KENDALL COUNTY RECORDS; THENCE SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SAID SOUTH LINE, 504.74 FEET TO THE EAST LINE OF THE WEST 502.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 45 MINUTES 20 SECONDS EAST, ON SAID EAST LINE, 526.83 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 10 MINUTES 23 SECONDS WEST, ON SAID SOUTH LINE, 502.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

**LIST OF MODIFICATIONS**

- REMOVAL OF 12 PARKING STALLS FROM PREVIOUSLY-APPROVED PLAN PER ORDINANCE 24-08. REMAINING PARKING MEETS ZONING REQUIREMENTS FOR EXISTING USE.

**BENCHMARKS**

- NGS PID DP5482  
STATION IS LOCATED 22 FEET SOUTH OF THE EDGE OF PAVEMENT OF US HIGHWAY 52, 44 FEET EAST OF THE EXTENDED EAST EDGE OF PAVEMENT OF PRIVATE ENTRANCE 1455' US HIGHWAY 52 AND 12 FEET NORTH OF A FENCE.  
ELEVATION = 589.76 (NAVD 88)
- SITE BENCHMARK #1  
60D NAIL IN POWER POLE -558 FEET NORTH OF BELL ROAD ON EAST SIDE OF RIDGE ROAD  
ELEVATION = 592.36 (NAVD 88)

**ORDINANCE #24-08 SITE AREA STATISTICS**

	(SF)	(AC)
GROSS AREA	277,782	6.38
DEDICATED PARCEL 1 R.O.W. (RIDGE AND BELL RD)	58,806	1.35
NET DEVELOPMENT AREA	218,976	5.03

**REVISED DEVELOPMENT AREA DRAINAGE STATISTICS**

	FUTURE AREA (SF)	FUTURE AREA (AC)	FUTURE AREA (%)
PERVIOUS (GRASSED) AREA	146,131	3.35	66.7%
TOTAL PERVIOUS	146,131	3.35	66.7%
BUILDING AREA	17,245	0.40	7.9%
PAVEMENT AREA (PCC AND ASPHALT)	40,040	0.92	18.3%
WET POND AREA (NWL)	15,560	0.36	7.1%
TOTAL IMPERVIOUS	72,845	1.67	33.3%
FUTURE IMPERVIOUS AREA	0	0.00	0.0%
TOTAL AREA	218,976	5.03	100.0%

**FUTURE SITE AREA STATISTICS**

	(SF)	(AC)
GROSS AREA	277,782	6.38
DEDICATED PARCEL 1 R.O.W. (RIDGE AND BELL RD)	58,806	1.35
NET DEVELOPMENT AREA	218,976	5.03

**REVISED DEVELOPMENT AREA DRAINAGE STATISTICS**

	FUTURE AREA (SF)	FUTURE AREA (AC)	FUTURE AREA (%)
PERVIOUS (GRASSED) AREA	148,950	3.42	68.0%
TOTAL PERVIOUS	148,950	3.42	68.0%
BUILDING AREA	17,245	0.40	7.9%
PAVEMENT AREA (PCC AND ASPHALT)	37,221	0.85	17.0%
WET POND AREA (NWL)	15,560	0.36	7.1%
TOTAL IMPERVIOUS	70,026	1.61	32.0%
FUTURE IMPERVIOUS AREA	0	0.00	0.0%
TOTAL AREA	218,976	5.03	100.0%

**MAJOR AMENDMENT EXHIBIT**

**RUSTY RIDGE ANIMAL CENTER**  
949 BELL ROAD  
MINOOKA, IL 60447

REVISION DESCRIPTION

#	DATE	DESCRIPTION
1	01/21/2026	PER KENDALL COUNTY REVIEW

PREPARED FOR

JADE RESTORATIONS INC.

MS. DEB CHOW

CEG JOB NUMBER

2024-102

SCALE: 1" = 30'

DRAWN BY: GRC

CHECKED BY: EKH

DATE: 12/11/2025

SHEET: 1 of 1

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## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 3/18/2026  
**Subject:** Approval of Petition 26-05, Vacating Utility and Drainage Easements on Lots 30 and 31 in Grove Estates  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of Petition 26-05, a Request from Amanda R. Albrecht for the Vacation of Two Five Foot Utility and Drainage Easements Along the Common Lot Lines of Lots 30 and 31 (7296 and 7274 Roberts Court, PINs: 06-08-101-016 and 06-08-101-017) in Na-Au-Say Township; Properties are Zoned RPD-2

**Previous Board/Committee Review:**

Kendall County Planning, Building and Zoning Committee – Approval with Conditions (4-0-1) on March 9, 2026

**Fiscal impact:**

N/A

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**Background and Discussion:**

Information regarding this Petition can be found here,  
<https://www.kendallcountyil.gov/home/showpublisheddocument/34849/639081467133230000>.

**Staff Recommendation:**

Approval with Conditions

**Attachments:**

Proposed Ordinance

ORDINANCE NUMBER 2026-\_\_\_\_\_

**APPROVING A PLAT OF VACATION OF FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG THE COMMON LINE OF LOTS 30 AND 31 IN GROVE ESTATES SUBDIVISION ON PARCELS IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 06-08-101-016 AND 06-08-101-017 IN NA-AU-SAY TOWNSHIP**

*WHEREAS*, Section 30-78 of the Kendall County Code permits the Kendall County Board to approve plats of vacation and provides the procedure through which plats of vacation are approved; and

*WHEREAS*, the two five-foot public utility and drainage easements which are the subject of this Ordinance were established by Ordinance 2006-36 which granted approval of a final plat of Grove Estates Subdivision and was approved by the Kendall County Board on May 16, 2006; and

*WHEREAS*, the final plat of Grove Estates Subdivision was recorded in the Kendall County Recorder of Deeds Office on October 12, 2006; and

*WHEREAS*, the two five-foot public utility and drainage easements which are the subject of this Ordinance are located along and parallel to the common property lines of Lots 30 and 31 in Grove Estates Subdivision. The legal descriptions of the easements are set forth in Exhibit A attached hereto and incorporated by reference; and

*WHEREAS*, on or about October 10, 2025, Amanda R. Albrecht acquired ownership of Lots 30 and 31 of Grove Estates Subdivision and the properties identified by Parcel Identification Numbers 06-08-101-016 and 06-08-101-017; and

*WHEREAS*, on or about February 17, 2026, Amanda R. Albrecht, hereinafter referred to as “Petitioner,” filed a petition for approval of a plat of vacation of the five-foot public utility and drainage easements located along the common property lines of Lots 30 and 31 in the Grove Estates Subdivision; and

*WHEREAS*, on February 23, 2026, the former members of the Kendall County Zoning, Platting and Advisory Committee received copies of this petition and no objections to the request were expressed; and

*WHEREAS*, on March 9, 2026, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the information presented and comments of the members of the former Kendall County Zoning, Platting and Advisory Committee, and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested plat of vacation; and

*WHEREAS*, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the comments of the members of the former Kendall County Zoning, Platting and Advisory Committee, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Code and other applicable Ordinances; and

*NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS*, as follows:

1. The Kendall County Board hereby grants approval of Petitioners’ petition for plat of vacation of the easements legally described in Exhibit A attached hereto and shown on the plat of vacation attached hereto as Exhibit B.

2. Lots 30 and 31 of Grove Estates Subdivision shall not be sold as individual lots upon the successful recording of the plat of vacation attached hereto as Exhibit B. Within ninety (90) days of the effective date of this ordinance, the Petitioner shall submit a parcel consolidation request to Kendall County.
3. This vacation shall become effective upon the successful recording of Exhibit B in the timeframe outlined in Section 30-78 (h) of the Kendall County Code unless an extension is granted by the Kendall County Board.

*IN WITNESS OF*, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18<sup>th</sup> day of March, 2026.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg

EASEMENTS FOR ABROGATION:

THE SOUTH 5 FEET OF LOT 30 (EXCEPT THE EAST 5 FEET AND THE WEST 10 FEET), AND THE NORTH 5 FEET OF LOT 31 (EXCEPT THE EAST 5 FEET AND THE WEST 10 FEET), IN GROVE ESTATES, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2006-32893, IN KENDALL COUNTY, ILLINOIS.

ADDRESS:  
7296 & 7274 Roberts Court,  
Oswego, IL 60543

# PLAT OF SURVEY AND CONSOLIDATION

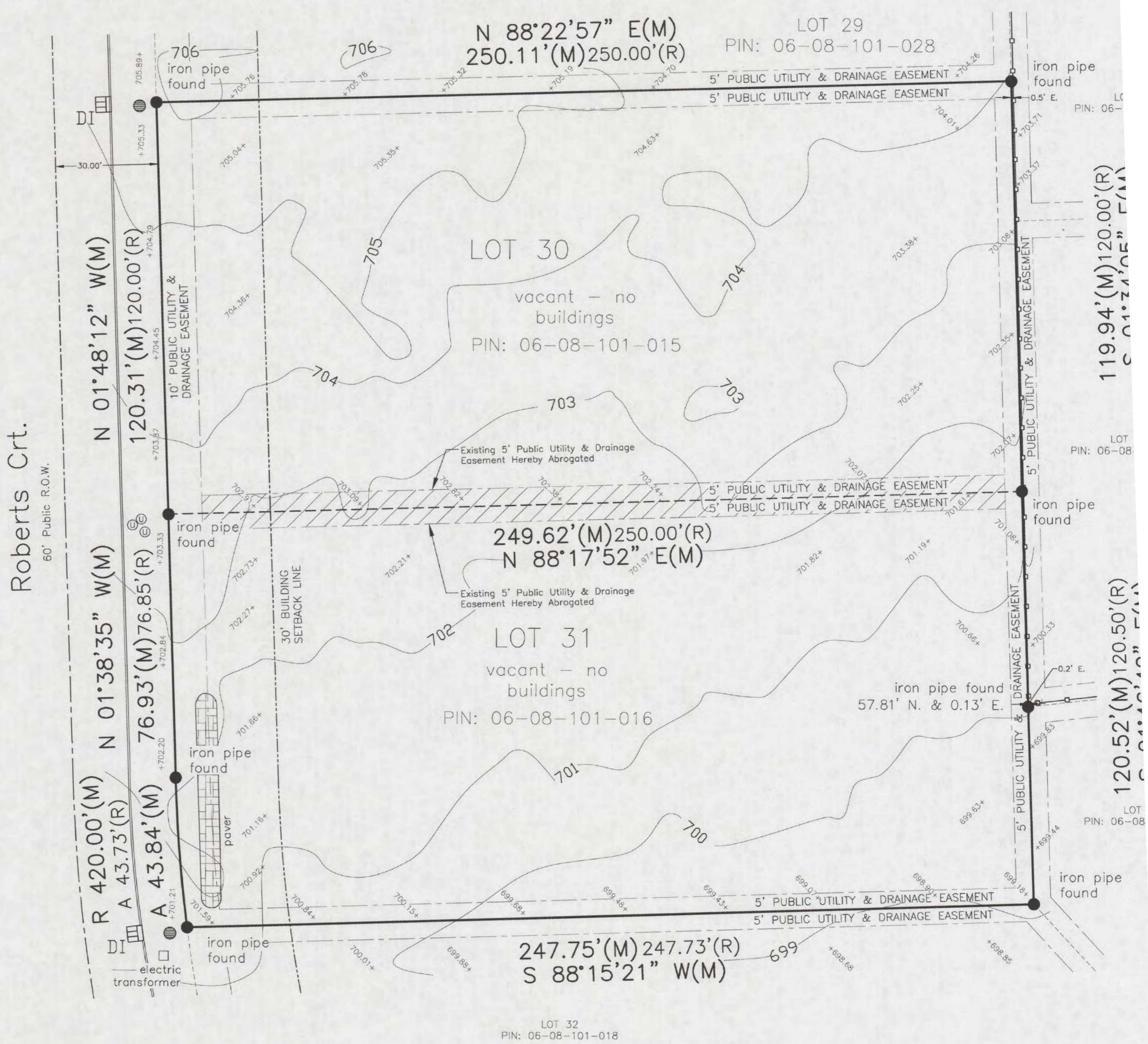
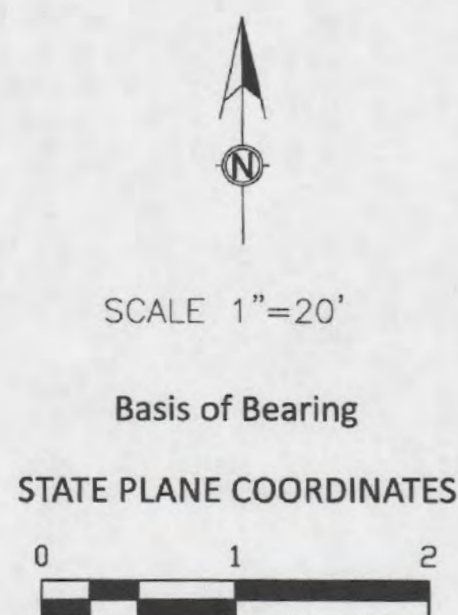
LOTS 30 AND 31 IN GROVE ESTATES, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2006-32893, IN KENDALL COUNTY, ILLINOIS.

EASEMENTS FOR ABROGATION:  
THE SOUTH 5 FEET OF LOT 30 (EXCEPT THE EAST 5 FEET AND THE WEST 10 FEET), AND THE NORTH 5 FEET OF LOT 31 (EXCEPT THE EAST 5 FEET AND THE WEST 10 FEET), IN GROVE ESTATES, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2006-32893, IN KENDALL COUNTY, ILLINOIS.

FIELD WORK COMPLETED ON: 10/30/2025

CLIENT:  
Amanda Albrecht

Area  
Lot 30: 30,013.78 Sq. Feet  
0.689 Acres  
Lot 31: 30,093.80 Sq. Feet  
0.691 Acres  
Total (Lots 30 & 31): 60,107.58 Sq. Feet  
1.380 Acres



NOTES:  
FEMA FLOOD MAP: 17093C0130H,  
EFFECTIVE ON 01/08/2014, AREA OF  
MINIMAL FLOOD HAZARD, ZONE X.  
COMPARE THIS PLAT WITH YOUR RECORDS  
AND IMMEDIATELY REPORT ANY  
DISCREPANCIES.

### OWNER'S CERTIFICATE

STATE OF ILLINOIS) JSS  
COUNTY OF KENDALL)  
I, \_\_\_\_\_, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

### KENDALL COUNTY CLERK'S CERTIFICATE

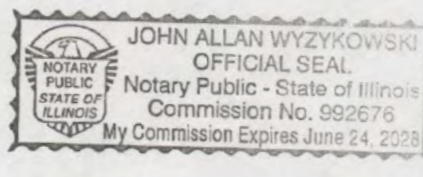
STATE OF ILLINOIS) JSS  
COUNTY OF KENDALL)  
I, \_\_\_\_\_, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

### COMMONWEALTH EDISON (EXCELON) CERTIFICATE

STATE OF ILLINOIS) JSS  
COUNTY OF KENDALL)  
THIS IS TO ACKNOWLEDGE THAT COMMONWEALTH EDISON (EXCELON CORPORATION) ACCEPTS ABROGATION OF EASEMENT RIGHTS OVER THE LAND SHOWN HEREON.  
DATED THIS 11th DAY OF FEBRUARY A.D., 2026.

### NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS) JSS  
COUNTY OF KENDALL)  
I, John Allan Wyzkowski, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT Amanda Albrecht, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.  
WITNESS UNDER MY HAND AND NOTARIAL SEAL THIS 17th DAY OF Feb, 2026.



### AT&T COMMUNICATIONS CERTIFICATE

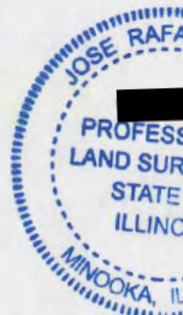
STATE OF ILLINOIS) JSS  
COUNTY OF KENDALL)  
THIS IS TO ACKNOWLEDGE THAT AT&T COMMUNICATIONS ACCEPTS THE ABROGATION OF EASEMENT RIGHTS OVER THE LAND SHOWN HEREON.  
DATED THIS 11th DAY OF February A.D., 2026.

### NICOR GAS CERTIFICATE

STATE OF ILLINOIS) JSS  
COUNTY OF KENDALL)  
THIS IS TO ACKNOWLEDGE THAT NICOR GAS ACCEPTS THE ABROGATION OF EASEMENT RIGHTS OVER THE LAND SHOWN HEREON.  
DATED THIS 27th DAY OF January A.D., 2026.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) JSS  
COUNTY OF GRUNDY)  
THIS IS TO CERTIFY THAT I, JOSE RAFAEL SALAS, AN ILLINOIS REGISTERED LAND SURVEYOR (SEA 035.003933) HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:  
LOT 30 IN GROVE ESTATES, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2006-32893, IN KENDALL COUNTY, ILLINOIS. PIN: 06-08-101-016  
LOT 31 IN GROVE ESTATES, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2006-32893, IN KENDALL COUNTY, ILLINOIS. PIN: 06-08-101-017  
AS SHOWN BY THE PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE KENDALL COUNTY BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITHIN THE PREPARATION OF THIS PLAT.  
GIVEN UNDER MY HAND AND SEAL AT MI NOOKA, ILLINOIS, THIS 12th DAY OF FEBRUARY A.D., 2026.



### KENDALL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) JSS  
COUNTY OF KENDALL)  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND RECORDED AS DOCUMENT NO. \_\_\_\_\_.

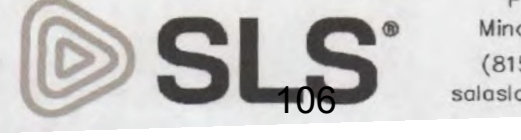
### AMERITECH ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE CERTIFICATE

STATE OF ILLINOIS) JSS  
COUNTY OF KENDALL)  
THIS IS TO ACKNOWLEDGE THAT AMERITECH ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE ACCEPTS THE ABROGATION OF EASEMENT RIGHTS OVER THE LAND SHOWN HEREON.  
DATED THIS 11th DAY OF Feb A.D., 2026.

ILLINOIS REGISTERED LAND SURVEYOR NO. \_\_\_\_\_ EXPIRES NOVEMBER 30TH, 2026.

### LEGEND

- Building Setback Line (M) Measured or Monumented
- Easement Line (R) Recorded
- Fence Line (●) Monument Found
- Center Line (○) Monument Set
- Boundary Line
- Adjacent Line
- Contour Elevation
- Spot Elevation
- utility pedestal
- curb inlet
- electric transformer
- storm inlet
- Brick Structure



## AGENCY REIMBURSEMENT AGREEMENT

WORK: Front End Loading Design Stage- IL\_Kendall\_Highway 11 (Ridge Road) Road Widening and Reconstruction  
LOCATION: Sections 13 and 14, Township 35N, Range 8E, Kendall County, Illinois  
Ridge Road Widening

BP REFERENCE: BP\_4000\_0247A TPR: 13630

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), by and between bp Midwest Product Pipelines Holdings, LLC, a Delaware limited liability company, by BP Pipelines (North America) Inc., its Manager, whose address is 30 S. Wacker Dr. Chicago, IL 60606 (hereinafter referred to as "bp") and Kendall County, whose address is 6780 Route 47, Yorkville, IL 60560 (hereinafter referred to as "COUNTY.").

### WITNESSETH:

WHEREAS, COUNTY desires to widen and reconstruct Kendall County Highway 11 (Ridge Road) in Sections 13 and 14, Township 35N, Range 8E, Kendall County, Illinois; and,

WHEREAS, during said Front End Loading Stage ("FEL") activities, and said construction activities of COUNTY require certain adjustments and alterations of existing facilities of bp (hereinafter referred to as "bp Pipeline Facilities"), will require review of requested adjustments and alterations of existing facilities of bp; and,

WHEREAS, it is to the best interests of bp and COUNTY for bp to make the necessary adjustments, removals, and/or relocation of its existing facilities, and/or provide other related services, as specified herein, with bp's regular construction and maintenance forces, or by a contractor paid under a contract let by bp, and

WHEREAS, bp has incurred or will incur expenses related to the design/engineering for the relocation of its facilities (Front End Costs,) and

WHEREAS, bp requires payment for Front End Loading for total costs and expenses which will be incurred by bp, for the design and engineering of any future adjustments, removals, and/or relocation of the Pipeline Facilities, and/or other related services, as specified herein, whether such Cost is incurred directly by bp or by others on behalf of or at the request of bp.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN RECITED, BP AND COUNTY DO HEREIN AGREE AS FOLLOWS:

### **Section I**

bp, with its regular engineering personnel at its standard schedule of wages and working hours, or by a contractor or subcontractor, will include basic engineering, right of way development, general environmental analysis and research for any additional permitting required to relocate its existing facilities or provide other related services as shown on said Exhibit "A" (the "Work") attached hereto and made a part hereof. Construction costs, if any, to remove or relocate bp's facilities will be the subject of a separate agreement between the parties.

### **Section II**

- a) COUNTY shall reimburse all actual Costs related to the Work. Said Costs shall not include salaries and other compensation for bp's and its subsidiaries' own employees and other costs not directly attributable to the specific Work.
- b) The preliminary estimated cost of the Work is \$100,000.00. COUNTY shall provide bp with payment in the amount of the \$100,000.00 representing the Estimated Cost as advance payment for the Work within thirty (30) days after the Effective Date of this Agreement
- c) c)Within sixty (60) days after the conclusion of the Work, bp will provide to COUNTY a final cost and expense report identifying and detailing bp's actual internal and external costs and expenses to complete the Work. In the event the actual Costs exceed the payments advanced by COUNTY, COUNTY shall, within thirty (30) business days of receipt of the final cost and expense report, provide bp with funds equalling such excess of actual Costs. In the event the actual Costs are less than the payments advanced by the COUNTY, bp will credit excess funds toward the separate agreement for the removal or relocation of bp's facilities.

### **Section III**

bp shall have no obligation to start the Work until written notice has been provided by COUNTY that the Work has been agreed to, approved by and authorized by COUNTY, a satisfactory starting date has been mutually agreed upon by both COUNTY and bp, and COUNTY has located and identified all utilities and other facilities in any area in which the Work is to be performed ("Utilities") that are not covered by the applicable One Call system. Prior to starting the Work, COUNTY shall cooperate with bp in obtaining or causing to be obtained, in a form acceptable to bp any right, permit, permission, easement and access rights required for bp to perform the Work, at the sole Cost of COUNTY. COUNTY shall, if requested by bp, survey and stake all easements and access rights that pertain to the Work. Once written notice has been provided, bp shall use reasonable efforts to endeavour to complete the Work in a timely manner, subject to force majeure and other delays outside of bp's control.

### **Section IV**

bp, its contractor and sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his

hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry.

#### **Section V**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COUNTY HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BP, ITS AFFILIATED COMPANIES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING COSTS AND EXPENSES OF DEFENSE), WHICH ARE CAUSED IN WHOLE OR IN PART BY OR ARISE OUT OF ANY ACT OR OMISSION OF COUNTY, ITS EMPLOYEES, AGENTS OR CONTRACTORS IN THE PERFORMANCE OF THE WORK OR ANY DUTY, OBLIGATION OR SERVICE PURSUANT TO THIS AGREEMENT; EXCEPT, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS EMPLOYEES, AGENTS OR CONTRACTORS. IF ANY PROVISION OF THIS INDEMNITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INDEMNITY WILL REMAIN IN EFFECT

BP HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING COSTS AND EXPENSES OF DEFENSE,) WHICH ARE CAUSED IN WHOLE OR IN PART BY OR ARISE OUT OF ANY ACT OR OMISSION OF BP, ITS EMPLOYEES, AGENTS OR CONTRACTORS IN THE PERFORMANCE OF THE WORK OR ANY DUTY, OBLIGATION OR SERVICE PURSUANT TO THIS AGREEMENT; EXCEPT, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COUNTY, ITS EMPLOYEES, AGENTS OR CONTRACTORS, IF ANY PROVISION OF THIS INDEMNITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INDEMNITY WILL REMAIN IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING IN CONNECTION WITH THIS AGREEMENT.

#### **Section VI**

The term of this Agreement shall commence on the Effective Date and continue for a period of one year. The term of this Agreement shall not be extended unless an authorized representative of COUNTY and bp agree in writing to extend the term. If the Work is not completed within the one-year term, or any agreed upon extension of the term, through no fault of bp, bp shall have the option to not perform or complete the Work.

#### **Section VII**

Without limitation or waiver of any of bp's rights elsewhere set forth in this Agreement, bp reserves the right, with cause, to stop the Work at any time and in addition thereto to immediately terminate this Agreement without liability. In the event of such termination, bp shall refund such amount of the COUNTY'S advance payment for Work that has not been performed.

#### **Section VIII**

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented but only in writing signed by an authorized representative of both bp and COUNTY.

#### **Section IX**

The provisions of this Agreement are solely for the benefit of the parties to this Agreement and no provision of this Agreement should be deemed to confer upon any other party any remedy, claim or right.

#### **Section X**

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as set forth herein.

#### **Section XI**

This Agreement shall be construed in accordance with the laws of the the state of Illinois where the Work is to be performed, without regard to such state's conflicts of law rules. Venue for any legal action between the parties shall be the 23<sup>rd</sup> Circuit Court, Kendall County, Illinois.

#### **Section XII**

Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in bp or this Agreement, or, if any Kendall County officer or elected official does have a direct

or indirect pecuniary interest in bp or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

**Section XIII**

bp will 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.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

**bp Midwest Product Pipelines Holdings LLC**  
**By: bp Pipelines (North America) Inc, its Manager**

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

Name: Chris Vodicka

Title: Alternative Member Representative

**Kendall County**

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

Name: Matt Kellogg

Please Print

Title: Kendall County Board Chairman

Please Print

## EXHIBIT A

### THE WORK

Sections 13, 14, Township 35N, Range 8E

Kendall County, Illinois

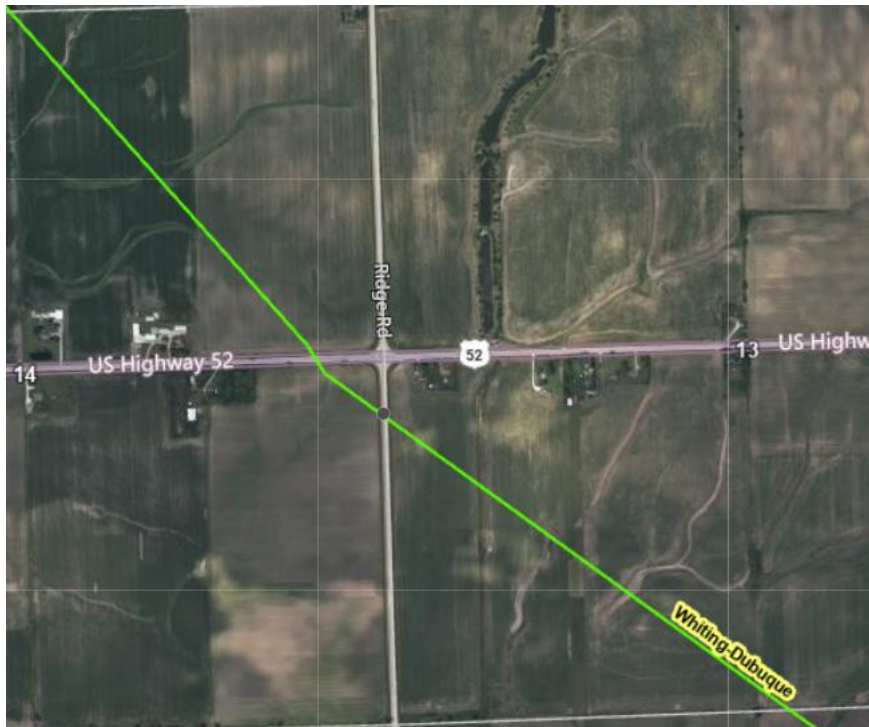
Front End Loading (Design Stage) work for TPR 13630. The Design Stage will involve:

Design – Engineering, Pipe Relocation

Site Observations (soil borings, soil sampling, and geotechnical review)

Environmental Review

Permitting Review



**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number
Kendall County		Kendall	22-00168-00-RP
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STR, STU, HSIP	HSIP # 202401006	CMAP	09-22-0008

**Construction**

State Job Number	Project Number
C-93-016-26	32ZU(960)

Local Let/Day Labor   
 Construction on State Letting   
 Construction Engineering   
 Utilities   
 Railroad Work

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Ridge Road / CH 11	FAS 0285	3.02 MI	05.24	08.26
Location Termini				
Black Road to 0.5 MI N of Wildy Road				
Current Jurisdiction		Existing Structure Number(s)		
Kendall County & IDOT (at US Route 52 Intersection)		N/A		
		<a href="#">Remove</a>		

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Ridge Road / CH 11	FAU 0384	1.50 MI	00.00	01.50
Location Termini				
0.5 MI N of Wildy Road to Holt Road				
Current Jurisdiction		Existing Structure Number(s)		
Kendall County		N/A		
		<a href="#">Remove</a>		

**PROJECT DESCRIPTION**

This project consists of roadway reconstruction of CH 11 (Ridge Rd) to a four lane suburban roadway with 12' wide travel lanes, 18' wide raised median abutted by B-6.24 concrete curb and gutter, and 8' wide shoulders. Other major work items include pavement removal, earthwork, aggregate subgrade, combination curb and gutter, driveway entrance reconstruction, pavement marking, signing, pipe culverts, storm sewers, box culvert replacement, temporary and permanent traffic signal installations, shared use path installation, and seeding.

Local Public Agency	Section Number	State Job Number	Project Number
Kendall County	22-00168-00-RP	C9301626	32ZU(960)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

## I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

## II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
  - any member of his or her immediate family;
  - his or her partner; or
  - an organization which employs, or is about to employ, any of the above.

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

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

- 2.12 Organizational Conflict of Interest - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

### III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 **STATE Audits:** The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

### IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

## V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

## VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

**SCHEDULES**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input checked="" type="checkbox"/>	6.	Maintenance and Jurisdiction
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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**AGREEMENT SIGNATURES EXECUTION**

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

**APPROVED**

Local Public Agency  
Name of Official (Print or Type Name)  
Matthew J. Kellogg  
Title of Official  
Kendall County Board Chairman  
Signature \_\_\_\_\_ Date \_\_\_\_\_

The above signature certifies the agency's TIN number is  
366006598 \_\_\_\_\_ conducting business as a Governmental Entity.

DUNS Number 361779440

UEI ES1SZWNDT9N5

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation \_\_\_\_\_ Date \_\_\_\_\_

By:  
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets \_\_\_\_\_ Date \_\_\_\_\_

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer \_\_\_\_\_ Date \_\_\_\_\_

Michael Prater, Chief Counsel \_\_\_\_\_ Date \_\_\_\_\_

Vicki Wilson, Chief Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

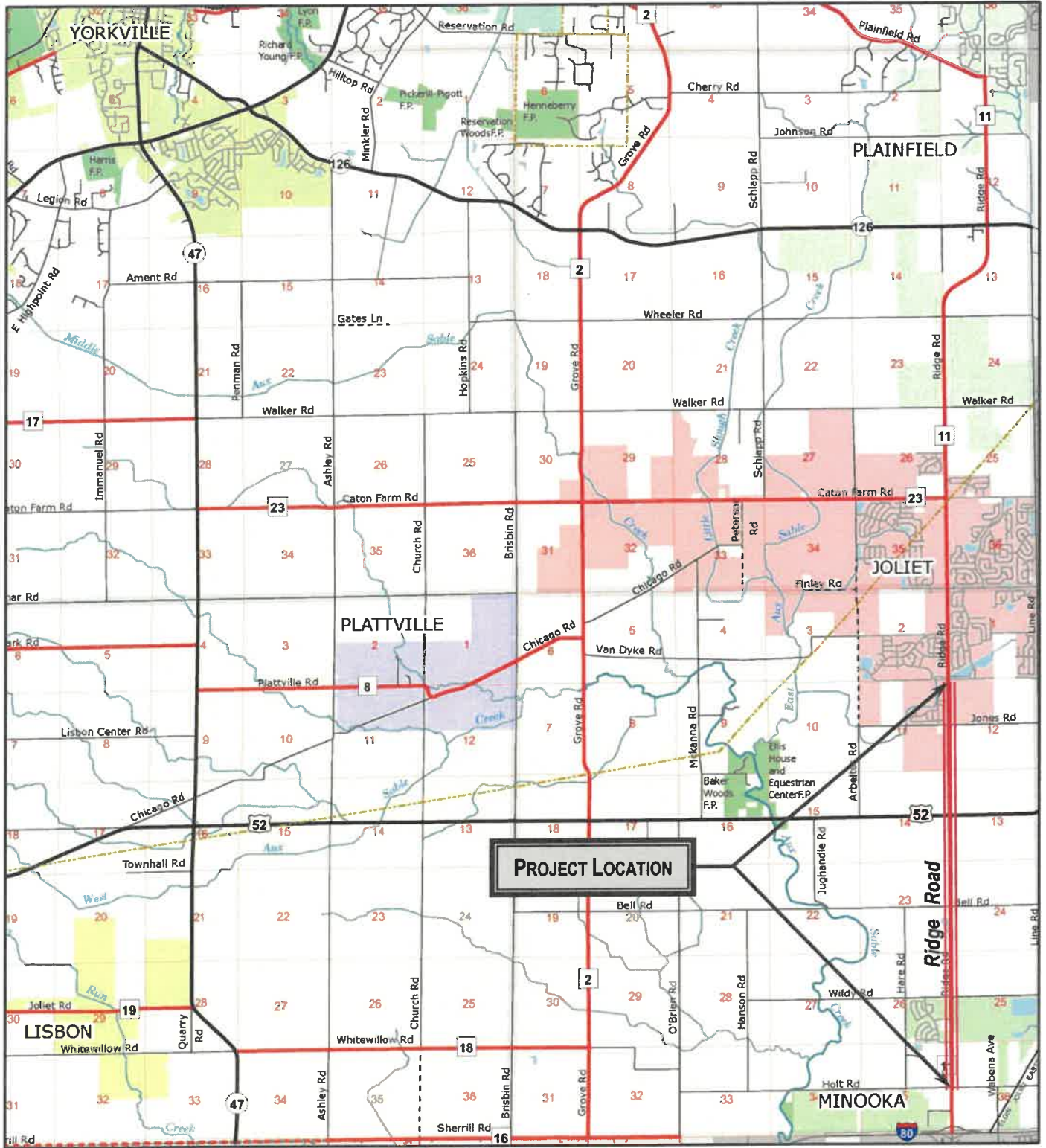
Please check this box to open a fillable Resolution form within this form.



**SCHEDULE NUMBER 1**

Local Public Agency	County	Section Number	State Job Number	Project Number
Kendall County	Kendall	22-00168-00-RP	C-93-016-26	32ZU(960)

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



**LOCATION MAP**  
Ridge Road Reconstruction  
Section 22-00168-00-RP

**SCHEDULE NUMBER 3**

Local Public Agency: **Kendall County**      Section Number: **22-00168-00-RP**      County: **Kendall**      State Job Number: **C-93-016-26**      Project Number: **32ZU(960)**

**LRS Federal Funds RISK ASSESSMENT**

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	<p>Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?</p> <p>What is the LPA's history with federal-aid funded transportation projects?</p> <p>Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?</p> <p>Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?</p>	<p><b>0 points</b> - no significant changes in the last 4 or more years; <b>1 point</b> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <b>2 points</b> - significant key staff or elected leadership changes within the last 3 years; <b>3 points</b> - significant key staff and elected leadership changes within the last 3 years</p> <p><b>0 points</b> - One or more federal-aid funded transportation projects initiated per year; <b>1 point</b> - At least one project initiated within the past three years; <b>2 points</b> - AT least one project initiated within the past 5 years; <b>3 points</b> - None or more than 5 years</p> <p><b>0 points</b> - Full-time employee with experience designated as being in "responsible charge"; <b>1 point</b> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <b>2 points</b> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <b>3 points</b> - LPA staff have no prior experience or technical expertise and relying solely on consultant</p> <p><b>0 points</b> - No; <b>1 point</b> - Delays of 6 or more months; <b>2 points</b> - Delays of up to 1 year; <b>3 points</b> - 1 year or more years of delay</p>	1
Financial Controls	<p>Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?</p> <p>What is the LPA's accounting system?</p> <p>Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?</p> <p>When was the last time a financial statement audit was conducted?</p> <p>What type of financial statement audit has the organization had conducted?</p> <p>Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?</p> <p>Have the findings been resolved?</p>	<p><b>0 points</b> - yes; <b>3 points</b> - no</p> <p><b>0 points</b> - Automated accounting software; <b>1 point</b> - Spreadsheets; <b>2 points</b> - paper only; <b>3 points</b> - none</p> <p><b>0 points</b> - yes; <b>3 points</b> - no</p> <p><b>0 points</b> - in the past year; <b>1 point</b> - in the past two years; <b>2 points</b> - in the past three years; <b>3 points</b> - 4 years or more, or never</p> <p><b>0 points</b> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <b>1 point</b> - Financial review?; <b>2 points</b> Other type? or no audit required; <b>3 points</b> - none</p> <p><b>0 points</b> - no; <b>3 points</b> - yes, or no audits required</p> <p><b>0 points</b> - yes or no findings; <b>1 point</b> - in progress; <b>3 points</b> - no</p>	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
<b>Total</b>	<b>2</b>

District Review Signature & Date	Steve Chery Digitally signed by Steve Chery Date: 2026.01.21 08:11:15 -06'00'
Central Office Review Signature & Date	Teresa Cline Digitally signed by Teresa Cline Date: 2026.01.28 15:50:54 -06'00'

Additional Requirements?  Yes  No

Local Public Agency	Section Number	State Job Number	Project Number
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**SCHEDULE NUMBER 4**  
**Attestation on Single Audit Compliance**

1. In the prior fiscal year, did Kendall County LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

Yes    No

2. Does the Kendall County LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Kendall County LPA fiscal year?

Yes    No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Kendall County LPA performed a single audit for their previous fiscal year?

Yes    No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes    No

b. For the current fiscal year, does the Kendall County LPA intend to comply with Subpart F of 2 CFR 200?

Yes    No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Jill Ferko	Treasurer	Kendall County

Signature & Date  
 1/6/20

Section No. 22-00168-00-RP  
Job No. C-93-016-26  
Project No. 32ZU(960)

**KENDALL COUNTY**  
RESOLUTION NO. \_\_\_\_\_

*A Resolution Appropriating Funds for the Improvement of Ridge Road and Authorizing the County Board Chairman to sign a Joint Funding Agreement with State of Illinois*

**WHEREAS**, the County of Kendall is proposing to make improvements to Ridge Road from Holt Road in Minooka to Black Road in Joliet; said improvements including the construction of a 4-lane suburban roadway with a raised median and 8’ paved shoulders; and

**WHEREAS**, the above-stated improvements will require the use of funding provided through the Illinois Department of Transportation (IDOT) and Kendall County; and

**WHEREAS**, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT, which includes matching funds from the County of Kendall.

**NOW, THEREFORE BE IT RESOLVED**, that the Kendall County Board hereby appropriates the sum of twenty-five million, five hundred thousand dollars (\$25,500,000), or as much as may be needed to match the required funding to complete the proposed improvement, from the Transportation Sales Tax Fund of Kendall County and the Motor Fuel Tax Fund of Kendall County; and furthermore agrees to pass a supplemental resolution, if necessary, to appropriate additional funds for completion of the project.

**BE IT FURTHER RESOLVED**, that the Kendall County Board Chairman, Matthew J. Kellogg, is hereby authorized to execute an AGREEMENT with IDOT for the above-referenced project.

**BE IT FURTHER RESOLVED**, that this resolution will become Schedule 5 of the AGREEMENT.

**BE IT FURTHER RESOLVED**, that the County Clerk of Kendall County is directed to transmit four (4) copies of the AGREEMENT and this Resolution to IDOT, District 3 Bureau of Local Roads and Streets.

This resolution approved by the County Board of Kendall County, State of Illinois.

\_\_\_\_\_  
Matthew J. Kellogg – Kendall County Board Chair

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 a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026.

\_\_\_\_\_  
Debbie Gillette – County Clerk



Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? [X] Yes [ ] No

Resolution No [ ] Section No [ ] STP Section No 26-CS093-00-AC

WHEREAS, the County Board of Kendall County has adopted a resolution establishing the salary of the County Engineer to be 105% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Kendall County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Kendall County Board that there is hereby appropriated the sum of One hundred fifty-seven thousand, three hundred ninety-six Dollars (\$157,396.00) from the County's

Highway Fund funds for the purpose of paying the County Engineer's salary from 05/20/26 to 05/19/27 and, BE IT FURTHER RESOLVED, that the Kendall County Board hereby authorizes the Department of Transportation, State of

Illinois to transfer Seventy-eight thousand, six hundred ninety-eight Dollars (\$78,698.00) of Federal Surface Transportation Program funds allocated to Kendall County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Kendall County Board that there is hereby appropriated the sum of Dollars ( ) from the County's Fund funds for the purpose of paying the County Engineer's expenses from 05/20/26 to 05/19/27

I Name of Clerk County Clerk in and for said County of Kendall County 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 original of a resolution adopted by the County Board of Kendall County at a meeting held on 03/17/26 date

I certify that the correct TIN/FEIN number for Kendall County is 366006598 Legal Status: Governmental. TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

[Signature box]

APPROVED STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION For resolutions involving a transfer of STR funds:

Omer Osman, P.E. Secretary of Transportation Signature & Date [Signature box]

BY: George A. Tapas, P.E., S.E. Engineer of Local Roads & Streets Signature & Date [Signature box]

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.



# Kendall County Agenda Briefing

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**Meeting Type:** County Board  
**Meeting Date:** 3/18/2026  
**Subject:** Technology Administrative Specialist  
**Prepared by:** Leslie Johnson  
**Department:** Human Resources

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**Action Requested:**

Approval of the new Technology Administrative Specialist Job Description.

**Board/Committee Review:**

On 1/29/2026, the Budget & Finance Committee approved the funding for this new position. On 3/2/2026, the Human Resources & Insurance Committee voted to forward the attached job description to the County Board for approval.

**Fiscal impact:**

Annual salary of \$52,500 / FY26 cost: \$26,250

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**Background and Discussion:**

The attached is a job description for a new position in the Technology Department - the Technology Administrative Specialist. Funding for this new position was previously approved by the Budget & Finance Committee. This position will enable proper cross-training within the department's critical administrative functions, which are currently performed solely by the IT Project Manager. Adding this position allows for comprehensive knowledge transfer of budget processes, vendor relationships, financial workflows, and ERP administration, preventing disruption to procurement cycles, shared services billing, and system administration support while building redundancy into critical administrative operations.

**Staff Recommendation:**

Staff recommends approval of the job description.

**Attachments:**

New Technology Administrative Specialist Job Description

**TITLE:** Technology Administrative Specialist  
**DEPARTMENT:** Information, Communication and Technology  
**SUPERVISED BY:** Chief Information Officer  
**FLSA STATUS:** Non-Exempt  
**APPROVED:** TBD

**A. Position Summary:**

Provides administrative assistance in all areas of the Information, Communication and Technology Department (“Technology Department”), including but not limited to budget preparation, vendor procurement, accounts payable and receivable management, website maintenance, and other clerical and project-based functions that effectively organize, coordinate, and support the Technology Department in implementing its functions, procedures, and responsibilities.

**B. Essential Duties and Responsibilities:**

The essential job duties for this position include, but are not limited to the following:

**1. Administrative Duties:**

- a. Serves as the Administrative Assistant for the Technology Department.
- b. Provides administrative assistance to the Technology Department with the general affairs of the department and special assigned projects, as assigned by the Chief Information Officer.
- c. Types, sends, and files letters, correspondence, and other records on behalf of the Technology Department.

**2. Budget and Financial Management Duties:**

- a. Assists the Chief Information Officer with budget preparation, monitoring, and reporting for the Technology Department.
- b. Collects and presents data, develops reports, and completes special projects as they pertain to the Technology Department budget accounts.
- c. Tracks invoice payments and certain contracts for budget purposes and reviews certain budget line items for the Technology Department.
- d. Assists in preparation of Excel spreadsheets including creating tables, forms, templates and updating reports and charts.

**3. Procurement and Accounts Management Duties:**

- a. Serves as the primary contact for ordering technology equipment, software, and services from approved vendors.
- b. Manages and processes accounts payable claims and vouchers for the Technology Department.
- c. Manages and processes accounts receivable for the Technology Department, including billing for shared services and regional partnerships.
- d. Orders and manages the Technology Department’s office supplies and inventory.

## Kendall County Job Description

- e. Maintains vendor relationships and coordinates with procurement staff as needed.

### **4. Website and Communication Support Duties:**

- a. Assists with Technology Department website upkeep, including posting updates and announcements when needed.
- b. Assists the Chief Information Officer in managing the administration of the County's ERP (Enterprise Resource Planning) application, including workflow management, adding power users, and completing other actionable administrative items.
- c. Creates and manages user accounts for County systems as directed by Technology staff.
- d. Updates various County informational lists for public and organizational distribution.
- e. Assists in the preparation of PowerPoint presentations for the Technology Department's needs.

### **5. Records Management Duties:**

- a. Organizes the Technology Department's files and process records disposal applications to the Local Records Commission.
- b. Assists with Freedom of Information Act requests for the Technology Department, as assigned.

### **6. Miscellaneous Duties:**

- a. Handles confidential matters daily relating to all functions of the Technology Department and maintain the confidentiality of such information.
- b. Complies with all applicable federal and state laws, ordinances, regulations, policies, and procedures regarding or relating to assigned job duties.
- c. Maintains regular attendance and punctuality.
- d. Performs other duties as assigned.

### **C. Supervisory Responsibilities:**

This job has no supervisory responsibilities.

### **D. Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

#### **1. Language Skills:**

- a. Ability to research, read and interpret documents and instructions.
- b. Ability to prepare documents, reports, and correspondence.

## Kendall County Job Description

- c. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials in both a one-on-one and group settings.
- d. Requires proficient knowledge of the English language, spelling and grammar.

### 2. **Mathematical Skills:**

- a. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- b. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- c. Ability to work with budget data and financial reports.

### 3. **Reasoning Ability:**

- a. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- b. Ability to deal with problems involving several concrete variables in standardized situations.
- c. Ability to interpret financial data contained in reports and ledgers.

### 4. **Skills, Knowledge, and Abilities:**

- a. Strong organization and multi-tasking skills.
- b. Excellent prioritization skills and the ability to meet deadlines.
- c. The ability to display a positive, cooperative, professional and team orientated attitude.
- d. The ability to listen, understand information and ideas and work effectively with county personnel and elected officials.
- e. The ability to independently complete projects and follow guidance.
- f. Proficient knowledge of MS Office Suite, particularly Excel for budget tracking and reporting.
- g. Experience with accounts payable and accounts receivable processes.
- h. Ability to learn and use specialized software systems, including financial and procurement systems.
- i. Knowledge of office practices, principles of modern record keeping, setup, and maintaining filing systems.
- j. Requires skill in operating a personal computer, facsimile machine, copier, and other office equipment.
- k. Ability to work with confidential information with discretion and maintain professional boundaries.

### 5. **Education and Experience:**

A minimum of either (a) an Associate's Degree from an accredited college or university and a minimum of at least three (3) years of experience as an Office

## Kendall County Job Description

Manager or Administrative Assistant with financial/budget experience or (b) an equivalent combination of work experience and education is required.

### 6. Certifications, Licenses, Registrations

- a. Any and all certificates and registrations as required for the specific duties performed.
- b. Current and valid driver's license.

### E. Physical Demands:

While performing the duties of this job, the employee must be able to:

- a. Frequently sit for long periods of time at desk or in meetings;
- b. Frequently lift and/or move up to ten (10) pounds and occasionally lift and/or move up to forty (40) pounds;
- c. Use hands to grip, handle, type, write, and/or feel;
- d. Reach, push and pull with one and/or both hands and arms;
- e. Talk and hear in person and via use of telephone;
- f. Specific vision abilities include close and distance vision, depth perception, and the ability to view computer monitors and screens for extended periods of time; and
- g. Travel independently to other County office buildings and other locations in Kendall County to perform assigned job duties.

### F. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- a. Mostly inside environmental conditions except when outside traveling between various buildings/locations in Kendall County to perform assigned job duties.
- b. The noise level in the work environment is usually quiet to moderately quiet.
- c. Employee may be exposed to stressful situations while working with staff, law enforcement, department heads, elected officials, vendors, and the public.
- d. Employee may be required to provide own transportation to travel to and from meetings, trainings, conferences, etc.
- e. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

## Kendall County Job Description

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
Employee Receipt Acknowledgement & Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

cc: personnel file, employee



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 3/18/2026  
**Subject:** Approval of the new Finance Intern job description  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

To approve the new Finance Intern job description

**Board/Committee Review:**

On 3/2/2026, the Human Resources & Insurance Committee voted to forward this item to the County Board for approval.

**Fiscal impact:**

None

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**Background and Discussion:**

With the creation of the Finance Department, we are requesting approval of the attached new job description for a Finance Department intern. This internship will provide hands-on experience for students interested in public finance, accounting, or related fields.

**Staff Recommendation:**

To approve the new Finance Intern job description

**Attachments:**

1. New Finance Intern Job Description

## Kendall County Internship Job Description

**TITLE:** Intern  
**DEPARTMENT:** Finance  
**SUPERVISED BY:** Finance Director  
**FULL TIME/PART TIME:** Part Time (Hours vary)  
**FLSA STATUS:** Non-Exempt  
**UNION STATUS:** Non-Union  
**APPROVED/REVISED:** TBD

### I. Position Summary:

The Finance Department Intern supports the Kendall County Finance Department in its oversight of public finance, budgeting, and accounts payable functions for Kendall County. This position offers hands-on experience in local government finance and provides opportunities to work closely with Finance Department staff on a variety of administrative and project-based tasks.

### II. Essential Duties and Responsibilities:

The essential duties for this internship include, but are not limited to the following:

- A. Provides administrative support to the Kendall County Finance Department by performing duties including, but not limited to the following:
  - 1. Answer incoming telephone calls and assist with general customer service needs;
  - 2. Scan, copy, organize, and maintain electronic and physical files;
  - 3. Prepare and revise correspondence, reports, and spreadsheets; and
  - 4. Create new files and ensure proper document organization and retention.
- B. Assist Finance Department staff with special projects, as assigned.
- C. Conduct research and prepare spreadsheets, correspondence, and other documents related to departmental operations.
- D. Support the preparation of financial and budgeting materials, reports, and data summaries.
- E. Assist with Accounts Payable functions, which may include, but is not limited to communicating with vendors, invoice processing, vendor file maintenance, and related tasks.
- F. Handles confidential matters daily relating to all functions of the Finance Department and maintains confidentiality of such information.
- G. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.
- H. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
- I. Performs other duties as assigned.

## Kendall County Internship Job Description

### III. Qualifications:

To perform this internship successfully, an individual must be able to perform all essential duties and responsibilities satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the internship:

#### A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, marketing materials, and correspondence.
3. Requires proficient knowledge of the English language, spelling and grammar and ability to alphabetize.

#### B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to assist with preparation and analysis of spreadsheets, financial and statistical data/reports.

#### C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.

#### D. Certificates, Licenses, and Registrations:

1. Current and valid driver's license.

#### E. Other Skills, Knowledge, and Abilities:

1. Strong organization and multi-tasking skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. The ability to display a positive, cooperative, professional and team orientated attitude.
4. The ability to listen, understand information and ideas, and work effectively with County personnel, department heads, and elected officials.
5. The ability to follow guidance and work independently until project completion.
6. Must be proficient in the use of computers and in Microsoft Outlook, Excel, Word, Teams, and PowerPoint.
7. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
8. Skills in operating a personal computer, facsimile machine, copier, and typewriter.

#### F. Education and Experience:

1. At least 16 years of age or older;

## Kendall County Internship Job Description

2. Either currently enrolled or recently graduated (i.e., within the three (3) months prior to submission of an internship application) from one of the following: an associate degree program, undergraduate degree program, or graduate school program at an accredited college or university; and
3. Pursuing a degree in accounting, public finance, business administration, or a related field.

### IV. Physical Demands:

While performing the duties of this internship, the intern must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screen and other electronic devices.
- C. Occasionally lift and/or move up to 40 pounds.
- D. Frequently lift and/or move up to 10 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other County properties to perform assigned internship responsibilities.

### V. Work Environment:

The work environment characteristics described here are representative of those an intern encounters during this internship. While performing the duties of this internship, an intern may be subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County to perform assigned duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. The intern may be exposed to stressful and difficult situations and material.
- D. The intern may be required to provide their own transportation to travel to and from the internship site location and other County properties.
- E. The internship will be completed during normal business hours.

**By signing my name below, I hereby affirm that I received a copy of this internship job description.**

\_\_\_\_\_  
**Intern Receipt Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

cc: personnel file, intern



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 3/18/2026

**Subject:** Approval of the following revised job descriptions: (1) Administration Intern; (2) Finance Analyst; and (3) Finance and Budget Analyst

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

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**Action Requested:**

To approve the following revised job descriptions: (1) Administration Intern; (2) Finance Analyst; and (3) Finance and Budget Analyst

**Board/Committee Review:**

On 3/2/2026, the Human Resources & Insurance Committee voted to forward all three of the above-referenced revised job descriptions to the County Board for approval.

**Fiscal impact:**

None

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**Background and Discussion:**

Following the elimination of the Deputy County Administrator position and the creation of the Finance Department, the supervisor's title has been updated in the attached Administration Intern job description. The department name and supervisor's title have also been updated in the attached Finance Analyst and Finance and Budget Analyst job descriptions. No changes have been made to the job duties for each of these positions.

**Staff Recommendation:**

To approve all three revised job descriptions.

**Attachments:**

1. Revised Administration Intern Job Description
2. Revised Finance Analyst Job Description
3. Revised Finance and Budget Analyst Job Description

## Kendall County Internship Job Description

**TITLE:** Intern  
**DEPARTMENT:** Administration  
**SUPERVISED BY:** County Administrator  
**FULL TIME/PART TIME:** Part Time (Hours vary)  
**FLSA STATUS:** Non-Exempt  
**UNION STATUS:** Non-Union  
**APPROVED/REVISED:** May 16, 2023 – Revised TBD

### I. Position Summary:

This internship provides support to the Kendall County's Administration Department. During the internship, the intern will gain hands on experience in a broad range of administrative services including, but not limited to finance, budget, economic development, policy, ordinances, resolutions, and grant administration. Also, the intern may assist the Administration Department staff with administration of Kendall County's programs such as the Revolving Loan Fund, Kendall Area Transit, the annual audit, annual budget, and other Kendall County Board programs. This internship may be paid or unpaid and eligible for school credit (at the discretion of the County Administrator).

### II. Essential Duties and Responsibilities:

The essential duties for this internship include, but are not limited to the following:

- A. Provides support to the Kendall County's Administration Department and gains hands on experience in a broad range of administration and finance services including, but not limited to meeting agenda creation, drafting meeting minutes, mail, drafting standard operating procedures, social media, PowerPoint presentations, financial reports, budget projections, grant reporting, and drafting policy.
- B. Provides support to the Kendall County Administration Department with research support for various policy and budget issues.
- C. Assists with filing documents, pulling documents from storage, and putting files away in storage.
- D. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- E. Assists with the preparation and revision of correspondence, reports, newsletters, flyers, brochures, and any other documentation, as needed, to perform assigned internship responsibilities.
- F. Handles confidential matters daily relating to all functions of the Administration Department and maintains confidentiality of such information.
- G. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.

## Kendall County Internship Job Description

- H. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
- I. Performs other duties as assigned.

### III. **Qualifications:**

To perform this internship successfully, an individual must be able to perform all essential duties and responsibilities satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the internship:

#### **A. Language Skills:**

- 1. Ability to research, read, and interpret documents and simple instructions.
- 2. Ability to prepare documents, reports, marketing materials, and correspondence.
- 3. Requires proficient knowledge of the English language, spelling and grammar and ability to alphabetize.

#### **B. Mathematical Skills:**

- 1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- 2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- 3. Ability to assist with preparation and analysis of statistical data/reports.

#### **C. Reasoning Ability:**

- 1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- 2. Ability to deal with problems involving several concrete variables in standardized situations.

#### **D. Certificates, Licenses, and Registrations:**

- 1. Current and valid driver's license.

#### **E. Other Skills, Knowledge, and Abilities:**

- 1. Strong organization and multi-tasking skills.
- 2. Excellent prioritization skills and the ability to meet deadlines.
- 3. The ability to display a positive, cooperative, professional and team orientated attitude.
- 4. The ability to listen, understand information and ideas, and work effectively with County personnel, department heads, and elected officials.
- 5. The ability to follow guidance and work independently until project completion.
- 6. Must be proficient in the use of computers and in Microsoft Outlook, Excel, Word, Teams, and PowerPoint.
- 7. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
- 8. Skills in operating a personal computer, facsimile machine, copier, and typewriter.

## Kendall County Internship Job Description

**F. Education and Experience:**

1. At least 16 years of age or older; and
2. Either currently enrolled or recently graduated (i.e., within the three (3) months prior to submission of an internship application) from one of the following: high school, or an associate degree program, undergraduate degree program, or graduate school program at an accredited college or university.

**IV. Physical Demands:**

While performing the duties of this internship, the intern must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screen and other electronic devices.
- C. Occasionally lift and/or move up to 40 pounds.
- D. Frequently lift and/or move up to 10 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other County properties to perform assigned internship responsibilities.

**V. Work Environment:**

The work environment characteristics described here are representative of those an intern encounters during this internship. While performing the duties of this internship, an intern may be subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County to perform assigned duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. The intern may be exposed to stressful and difficult situations and material.
- D. The intern may be required to provide their own transportation to travel to and from the internship site location and other County properties.
- E. The internship will be completed during normal business hours.

**By signing my name below, I hereby affirm that I received a copy of this internship job description.**

\_\_\_\_\_  
**Intern Receipt Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

cc: personnel file, intern

## Kendall County Job Description

**TITLE:** Finance Analyst  
**DEPARTMENT:** Finance  
**SUPERVISED BY:** Finance Director  
**FULL TIME/PART TIME:** Full Time  
**FLSA STATUS:** Non-Exempt  
**APPROVED:** 9/17/2024- Revised TBD

### I. **Position Summary:**

Under the supervision of the Finance Director, the Finance Analyst is responsible for performing accounts payable duties such as ensuring that all vendor invoices are accurately recorded and paid on time, as well as maintaining accurate records in Kendall County's accounting system. The Finance Analyst is also responsible for analyzing accounts payable data; preparing financial reports; and utilizing accounts payable data to identify trends, inefficiencies, and opportunities for improvements and/or cost savings.

### II. **Essential Duties and Responsibilities:**

- A.** Performs account payable duties including, but not limited to the following:
  - 1. Receives and verifies invoices for payment;
  - 2. Reviews vendor statements and works with applicable department and/or elected office to resolve accounts payable transaction discrepancies;
  - 3. Ensures expenditures are charged to appropriate accounts;
  - 4. Reviews the availability of funds for payment of invoices;
  - 5. Maintains and reconciles accounts payable ledger to validate charges and to ensure accurate and timely payments;
  - 6. Reviews vendor statements for problems and works with applicable department and/or elected office to resolve problems;
  - 7. Processes accounts payable invoices;
  - 8. Complies with the issuance of 1099s, including verifying names, addresses, social security numbers, and the printing/sending and filing with the federal government;
  - 9. Communicates with vendors, as needed, and investigates and resolves discrepancies in billings and payments; and
  - 10. Serves as the subject matter expert in the development, implementation, and administration of the County's accounts payable systems.
- B.** Implements technology initiatives as it relates to accounts payable and procurement.
- C.** Assists in developing, documenting, implementing, and monitoring internal financial and accounts payable controls, policies, and procedures.
- D.** Utilizes accounts payable data to identify trends, inefficiencies, and opportunities for improvements and/or cost savings.
- E.** Analyzes and reports buying patterns, performance indicators, and financial metrics, and relays conclusions to management.
- F.** Researches and prepares financial reports and projects and presents technical data to management and the Kendall County Board.
- G.** Assists in preparation of year end reports.
- H.** Files all required reports with various Federal, State, and local agencies, as required.

## Kendall County Job Description

- I. Develops, organizes, and maintains files, documents, and materials related to financial and budgetary practices according to Kendall County policies.
- J. Remains current on finance and budget related information, updates, and other professional literature.
- K. Attends meetings, conferences, workshops and training sessions as approved or assigned.
- L. Participates in Kendall County Board and Committee meetings as requested, both during and after business hours.
- M. Handles confidential matters daily relating to all functions of Administrative Services, the Kendall County Board, and its committees, and maintains confidentiality of said information.
- N. Complies with all applicable federal and state laws and regulations regarding or relating to assigned job duties including, but not limited to the Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.
- O. Complies with all applicable policies and procedures regarding or relating to assigned job duties.
- P. Maintains regular attendance and punctuality.
- Q. Performs other duties as assigned.

### III. Supervisory Responsibilities:

This job has no supervisory responsibilities.

### IV. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

#### A. Language Skills:

- 1. Ability to research, read, and interpret documents and simple instructions.
- 2. Ability to prepare documents and correspondence.
- 3. Ability to prepare and present clear, concise administrative and financial reports.
- 4. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials and department heads, in both one-on-one and group settings.
- 5. Requires proficient knowledge of the English language, spelling, and grammar.

#### B. Mathematical Skills:

- 1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- 2. Ability to interpret an extensive variety of technical instructions in mathematical or diagrammatic form and deal with several abstract and concrete variables.
- 3. Ability to exercise independent judgment in gathering and analyzing complex data utilizing statistical methods and a cost center analysis.
- 4. Ability to skillfully perform detailed statistical analysis of budget activities.
- 5. Ability to compute rate, ratio, and percent and to draw and interpret bar

## Kendall County Job Description

graphs.

6. Ability to read and understand workplace data, such as forms, tables, graphs, schedules etc.

**C. Reasoning Ability:**

1. Basic understanding of, and ability to conduct cost-benefit analysis.
2. Ability to interpret financial data contained in reports and ledgers.
3. Ability to analyze situations to identify problems, identifying sources of obstacles, and evaluate possible solutions.
4. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
5. Ability to deal with problems involving several concrete variables in standardized situations.

**D. Certificates, Licenses, and Registrations:**

1. Any and all certificates and registrations as required for the specific duties performed.

**E. Other Skills, Knowledge and Abilities:**

1. Proficient in accounts payable software.
2. Thorough understanding of the principles of accounts payable and financial analysis.
3. Thorough understanding of accounting and budgeting principles.
4. Strong organization and multi-tasking skills.
5. Ability to carry out duties with minimal supervision.
6. Ability to research materials and develop reports from information gathered.
7. Ability to maintain confidentiality.
8. Comprehensive understanding of the accounts payable, budget, and finance field and application of advanced principles, techniques, and theory.
9. Excellent prioritization skills and the ability to meet deadlines.
10. The ability to display a positive, cooperative, professional, and team-orientated attitude even in stressful situations.
11. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
12. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint.
13. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
14. Skills in operating a personal computer, facsimile machine, and copier.

**F. Education and Experience:**

1. A Bachelor's degree from an accredited college or university or commensurate experience is preferred. Preferred areas of study/experience are Accounting, Finance, Economics, or related field.
2. At least three (3) years of prior work experience involving accounts payable systems and/or analytical research and reporting of complex financial data is required.

**G. Physical Demands:**

While performing the duties of this job, the employee must be able to:

## Kendall County Job Description

1. Frequently sit for long periods of time at a desk or in meetings.
2. Regularly use computers and other electronic equipment to perform assigned job duties.
3. Occasionally lift and/or move up to 40 pounds.
4. Frequently lift and/or move up to 10 pounds.
5. Use hands to finger, handle, or feel.
6. Reach, push, and pull with hands and arms.
7. Specific vision abilities including close and distance vision, as well as depth perception.
8. Travel independently to other County office buildings and to other locations throughout Kendall County and the Chicago region to perform assigned job duties.

**V. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County and the Chicago region to perform assigned job duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. Employee may be exposed to stressful situations while working with staff, department heads, elected officials, vendors, and the general public.
- D. Employee may be required to provide their own transportation to travel to and from meetings, training, conferences, etc.
- E. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee Receipt Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc: personnel file, employee**

## Kendall County Job Description

**TITLE:** Finance & Budget Analyst  
**DEPARTMENT:** Finance Department  
**SUPERVISED BY:** Finance Director  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** 11/19/2024- Revised TBD

### **I. Position Summary:**

Under the supervision of the Finance Director, performs budgeting, financial analysis, administrative, and research functions. Develops and implements Kendall County's Fiscal Recovery Fund (FRF) provided through the American Rescue Plan Act (ARP) of 2021. Manages grant/loan programs including Kendall Area Transit (KAT), FRF, Revolving Loan Fund (RLF) and other Kendall County ("County") grant/loan programs. Coordinates, manages, and monitors the funding of community growth projects as impacted by COVID 19. Analyzes County fiscal operations and evaluates programs and funding requests.

### **II. Essential Duties and Responsibilities:**

- A.** Performs primary duties requiring office or non-manual work directly related to the management or general business operations of the County, particularly in the area of County finance and budgeting from ARP County funds, including, but not limited to the following:
1. Prepares month-end and annual expenditure and revenue reports, financial reports, and budgeted vs. actual reports.
  2. Is aware of, and conducts research regarding new issues, methods, and advances in finance and budgeting.
  3. Conducts various surveys, research, data analysis, cost-benefit analysis, and expenditure and revenue forecasting.
  4. Ensures compliance with new grant awards established using FRFs, including but not limited to completing reporting requirements, submitting progress reports, performing sub-recipient monitoring, and other administrative oversight duties.
  5. Assists the community with County Grant Applications
  6. Executes transactions within the integrated budget, accounting, and purchasing system which may include purchase requisitions, invoicing, contract payment vouchers, budget data entry, appropriate revisions, and salary and budget imports.
  7. Develops, organizes, and maintains files, documents and materials related to budgetary practices according to County policies.
  8. Provides information to departments and elected offices regarding budgets and other requested data.
  9. Creates financial models and develops automated reporting and forecasting tools to support County decision making.
  10. Oversees and manages all financial and reporting aspects of the County's RLF Program.
  11. Researches and evaluates current and historical financial data.
  12. Develops automated reporting and forecasting tools.

## Kendall County Job Description

13. Produces other financial reports, as requested.
- B.** Performs primary duties which require the exercise of discretion and independent judgment with respect to matters of significance, and which recommendations are given great weight by the final decision makers, including, but not limited to the following:
1. Assists in developing the County's overall budget, including the ARP budget, to increase efficiency of the County's spending and provide recommendations regarding the budget, which recommendations are given significant weight by the final decision maker.
  2. Assists in creating and developing the revenue manual, ARP manual, budget preparation manual, budget policies and procedures manual, and other documents as needed, and recommend modifications regarding the same, which recommendations are given significant weight by the final decision maker.
  3. Assists in developing long- and short- term budgetary objectives for the County and provide recommendations regarding the same, which recommendations are given significant weight by the final decision maker.
  4. Serves as Program Compliance Oversight Monitor (PCOM) for KAT.
  5. Serves as a staff liaison for the Finance Committee.
  6. Advises and consults with the Finance Committee regarding the new issues, methods, trends, and advances in finance and budgeting.
- C.** Maintains a comprehensive and current understanding of policies, procedures, codes, and regulations, including all State, Federal, and local laws and regulations relating to finance and budgeting.
- D.** Remains current on finance and budget related information, updates, and other professional literature.
- E.** Researches and stays abreast of on ARP Federal Treasury Guidelines.
- F.** Maintains professional affiliations as required.
- G.** Attends meetings, conferences, workshops and training sessions as approved or assigned.
- H.** Participates in County Board and Committee meetings as requested, both during and after business hours.
- I.** Handles confidential matters daily relating to all functions of the County, the County Board, and its committees, and maintains confidentiality of said information.
- J.** Complies with all applicable federal and state laws and regulations relating to assigned job duties including, but not limited to the ARP, Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.
- K.** Complies with all applicable policies and procedures regarding or relating to assigned job duties.

## Kendall County Job Description

- L. Provides support to Finance Department in preparing agendas and minutes and recording Finance Committee meetings.
- M. Maintains regular attendance and punctuality.
- N. Performs other duties as assigned.

### III. Supervisory Responsibilities.

This job has no supervisory responsibilities.

### IV. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

- A. Language Skills:
  - 1. Ability to research, read, and interpret documents and simple instructions.
  - 2. Ability to prepare documents and correspondence.
  - 3. Ability to prepare and present clear, concise administrative and financial reports.
  - 4. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials and department heads, in both one-on-one and group settings.
  - 5. Requires proficient knowledge of the English language, spelling, and grammar.
  
- B. Mathematical Skills:
  - 1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
  - 2. Ability to apply advanced college algebra and statistical methods such as frequency distributions, reliability and validity tests, normal curve, analysis of variance, correlation techniques, chi-square application and sampling theory, and factor analysis to issues in public organization and public policy.
  - 3. Ability to interpret an extensive variety of technical instructions in mathematical or diagrammatic form and deal with several abstract and concrete variables.
  - 4. Ability to exercise independent judgment in gathering and analyzing complex data utilizing statistical methods and a cost center analysis.
  - 5. Ability to skillfully perform detailed statistical analysis of budget activities.
  - 6. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
  - 7. Ability to read and understand workplace data, such as forms, tables, graphs, schedules etc.
  
- C. Reasoning Ability:
  - 1. Basic understanding of, and ability to conduct cost-benefit analysis.
  - 2. Ability to interpret financial data contained in reports and ledgers.

## Kendall County Job Description

3. Ability to analyze situations to identify problems, identifying sources of obstacles, and evaluate possible solutions.
4. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
5. Ability to deal with problems involving several concrete variables in standardized situations.

**D. Certificates, Licenses, and Registrations:**

1. Any and all other certificates and registrations as required for the specific duties performed.

**E. Other Skills, Knowledge and Abilities:**

1. Proficient in accounting software.
2. Thorough understanding of the principles of financial analysis and economics.
3. Thorough understanding of accounting and budgeting principles.
4. Strong organization and multi-tasking skills.
5. Ability to carry out duties with minimal supervision.
6. Ability to research materials and develop reports from information gathered.
7. Ability to maintain confidentiality.
8. Comprehensive understanding of the budget and finance field and application of advanced principles, techniques, and theory.
9. Excellent prioritization skills and the ability to meet deadlines.
10. The ability to display a positive, cooperative, professional, and team-orientated attitude even in stressful situations.
11. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
12. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint.
13. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
14. Skills in operating a personal computer, facsimile machine, and copier.

**F. Education and Experience:**

1. A bachelor's degree from an accredited college or university or commensurate experience; preferred areas of study/experience are Finance, Economics, Accounting or related field.
2. Master's Degree is preferred.
3. CPA is preferred.
4. Three (3) years of experience involving analytical research and reporting of complex financial data.

**G. Physical Demands:**

While performing the duties of this job, the employee must be able to:

1. Frequently sit for long periods of time at a desk or in meetings.
2. Occasionally walk to other offices in the County Office Building and other County buildings (e.g., Historic Courthouse).
3. Regularly use computers and other electronic equipment to perform assigned job duties.

## Kendall County Job Description

4. Occasionally lift and/or move up to 40 pounds.
5. Frequently lift and/or move up to 10 pounds.
6. Use hands to finger, handle, or feel.
7. Reach, push, and pull with hands and arms.
8. Specific vision abilities including close and distance vision, as well as depth perception.
9. Travel independently to other County office buildings and to other locations throughout Kendall County and the Chicago region to perform assigned job duties.

### V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County and the Chicago region to perform assigned job duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. Employee may be exposed to stressful situations while working with staff, department heads, elected officials, vendors, and the general public.
- D. Employee may be required to provide their own transportation to travel to and from meetings, training, conferences, etc.
- E. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee Receipt Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

cc:        **personnel file, employee**



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 3/18/2026  
**Subject:** Benefits Coordinator Job Description  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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### **Action Requested:**

To approve the Benefits Coordinator Job Description.

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

On 3/12/2026, the Committee of the Whole voted to forward the Benefits Coordinator job description to the County Board for approval.

### **Fiscal impact:**

The proposed annual salary range for the Benefits Coordinator position is \$60,000-\$65,000 per fiscal year.

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### **Background and Discussion:**

Currently, payroll and leave-of-absence administration are handled by Human Resources, while benefits administration is managed by the Treasurer's Office. Bringing all employee-related administrative tasks—payroll, leaves, and benefits—under the Human Resources Department will create a more efficient, consistent, and employee-centered service model.

To support moving employee benefits administration from the Treasurer's Office to Human Resources, we request approval for the creation of a full-time Benefits Coordinator position in Human Resources. Currently, three staff members in the Treasurer's Office split benefits duties along with other responsibilities. Consolidating these tasks into one dedicated role in Human Resources will boost efficiency, consistency, and service to employees.

Approving the attached Benefits Coordinator job description will formally authorize the transfer of benefits administration from the Treasurer's Office to Human Resources. If approved, Human Resources will start recruiting for the Benefits Coordinator position immediately. This will allow time for the new hire to work directly with the Treasurer's Office, learn current processes, and ensure a smooth transition. Our goal is to complete the transfer of all benefits administration—except IMRF—before January 1, 2027, with IMRF responsibilities moving in early 2027.

A salary study of comparable counties supports a recommended starting salary range of \$60,000 to \$65,000 for the full-time Benefits Coordinator position, based on qualifications and experience.

**Staff Recommendation:**

To approve the Benefits Coordinator job description.

**Attachments:**

1. Benefits Coordinator Job Description

## Kendall County Job Description

**TITLE:** Benefits Coordinator  
**DEPARTMENT:** Human Resources  
**SUPERVISED BY:** Human Resources Director  
**FULL TIME/PART TIME:** Full Time  
**FLSA STATUS:** Non-Exempt  
**APPROVED/REVISED:** XX/XX/2026

### I. Position Summary:

The Benefits Coordinator is responsible for the accurate and timely administration and coordination of all Kendall County employee benefit programs (e.g., medical, dental, vision, and life insurance, retirement benefits, and other voluntary employee benefits). Under the supervision of the Human Resources Director, this position assists elected officials, employees, retirees, and their qualified dependents with all employee benefits administration matters (e.g., benefits eligibility, enrollment, questions, and coverage changes). This position is also responsible for verifying all billing related to employee benefits; maintaining all applicable employee databases, systems, and files; and ensuring compliance with all applicable federal and state laws and regulations.

### II. Essential Duties and Responsibilities:

The essential job duties for this position include, but are not limited to the following:

- A. Provides direct support to Kendall County employees, elected officials, retirees and their qualified dependents by coordinating, administering, and communicating employee benefits and related human resources (HR) services. Key responsibilities include, but are not limited to the following:
  1. Administers and manages all employee benefits programs (e.g., health, dental, vision, life, disability benefits, flexible spending accounts (FSA), health savings accounts (HSA), dependent care spending accounts (DCSA), IMRF, COBRA, Public Employee Disability Act (PEDA), and other voluntary benefits), including enrollment, eligibility verification, dependent audits, coverage changes, coordination of benefits, payroll deductions for benefits, and records maintenance.
  2. Serves as the primary point of contact for employees, retirees, and dependents regarding benefits eligibility, enrollment, claims, coverage changes, and related questions or concerns.
  3. Coordinates benefits enrollment and annual open enrollment processes including, but not limited to, preparing communications, organizing benefits fairs and meetings, updating systems, and verifying enrollments.
  4. Processes qualifying life event changes (e.g., marriage, divorce, and birth/adoption) and administers continued benefits for retirees, including payment tracking and IMRF pension deductions.
  5. Manages relationships with benefits carriers, insurance pools, brokers, and third-party administrators to resolve claims, eligibility discrepancies, and plan administration issues.
  6. Ensures compliance with all federal and state laws and regulations (e.g., ERISA, ACA, HIPAA, Consolidated Omnibus Budget Reconciliation Act (COBRA), and Family Medical Leave Act (FMLA)).

## Kendall County Job Description

7. Ensures all required notices, disclosures, and documentation (SPDs, Medicare Part D, ACA) are timely published in accordance with all applicable state and federal laws.
  8. Processes and tracks HSA, FSA, and DCSA payments/deductions with vendors and reconciles monthly benefits invoices and IMRF payments and reporting with the Kendall County Treasurer's Office, the County's Finance Department and the Payroll Specialist.
  9. Maintains accurate, confidential employee benefits files and HR records in accordance with retention requirements, privacy standards, laws, union contracts, and internal policies. Conducting dependent audits as needed.
  10. Assists with benefits reporting and forecasting, data analysis, budgeting, audits, and preparing/presenting reports to committees and the County Board.
  11. Provides employee education and outreach regarding benefits programs, wellness initiatives, and available resources.
  12. Supports HR leadership with benefits programs evaluation, vendor coordination, implementation of new or modified offerings, and departmental operations including administrative tasks, employee communications, and special projects.
  13. Supports the development and utilization of HR systems and software to ensure legal and procedural compliance.
  14. Develops and oversees Kendall County's Wellness Program initiatives.
- B. Provides back up support to other functions of the Human Resources Department, as needed.
- C. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- D. Prepares and revises correspondence, reports, newsletters, flyers, brochures, and any other documentation, as needed, to perform assigned job duties.
- E. Must be able to work on-site to perform the above essential job duties.
- F. Travels to, attends and/or presents at meetings, conferences, and trainings/seminars, as assigned, both during and after regular business hours.
- G. Handles confidential matters daily relating to all functions of the Human Resources Department and maintains confidentiality of such information.
- H. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.
- I. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
- J. Maintains regular attendance and punctuality.
- K. Performs other duties as assigned.

### **III. Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

#### **A. Language Skills:**

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, minutes, agendas, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials, in both one-on-one and group settings.

## Kendall County Job Description

4. Requires proficient knowledge of the English language, spelling and grammar.
- B. Mathematical Skills:**
1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
  2. Ability to compute rate, ratio, and percentage and to draw and interpret bar graphs.
  3. Ability to prepare and analyze statistical data and reports.
- C. Reasoning Ability:**
1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
  2. Ability to deal with problems involving several concrete variables in standardized situations.
- D. Certificates, Licenses, and Registrations:**
1. Current and valid Driver's License.
  2. Current Society of Human Resource Management (SHRM) certification and/or other human resources or benefits certifications are preferred.
  3. All other certificates and registrations as required for the specific duties performed.
- E. Other Skills, Knowledge and Abilities:**
1. Strong organization and multi-tasking skills.
  2. Excellent prioritization skills and the ability to meet deadlines.
  3. The ability to display a positive, cooperative, professional and team orientated attitude.
  4. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
  5. The ability to follow guidance and work independently until project completion.
  6. Must be proficient in the use of computers and in Microsoft Outlook, Excel, Word, Teams, and PowerPoint.
  7. Proficiency with Human Resource Information Systems (HRIS) and benefits administration systems is preferred.
  8. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
  9. Skills in operating a personal computer, facsimile machine, copier, and typewriter.
- F. Education and Experience:**
1. A high school diploma or GED is required, and a minimum of an Associate's Degree is preferred. (Preferred areas of study/experience are human resources, public administration, business or other related field of study is preferred.)
  2. At least three (3) years of prior work experience in employee benefits administration is required. A minimum of five (5) years of prior work experience in employee benefits administration is preferred.
  3. Knowledge of applicable federal and state laws related to employee benefits administration, including the Family and Medical Leave Act (FMLA), Consolidated Omnibus Budget Reconciliation Act (COBRA), Health Insurance Portability and Accountability Act (HIPAA), and other applicable regulations.
  4. Prior work experience with public sector employees and/or union work environments is preferred.

## Kendall County Job Description

### IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screens and other electronic devices.
- C. Occasionally lift and/or move up to 40 pounds.
- D. Frequently lift and/or move up to 10 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other County properties and other locations throughout Kendall County and the Chicago region to perform assigned job duties.

### V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County and the Chicago region to perform assigned job duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. Employee may be exposed to stressful and difficult situations and material while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- D. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.
- E. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee Receipt Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc: personnel file, employee**



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 3/18/2026  
**Subject:** Revised Organizational Chart & Headcount  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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### **Action Requested:**

To approve the Revised Organizational Chart & Headcount

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

On 3/2/2026, the Human Resources & Insurance Committee approved forwarding the revisions to the Technology and Facilities Management sections of the Revised Organizational Chart & Headcount to the County Board for approval. On 3/12/2026, the Committee of the Whole approved forwarding the revisions to the Human Resources section of the Revised Organizational Chart & Headcount to the County Board for approval.

### **Fiscal impact:**

None

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### **Background and Discussion:**

The attached Revised Organizational Chart & Headcount includes the following proposed updates:

1. It adds the Technology Administrative Specialist position to the Technology Department.
2. It reflects an increase of 1 Maintenance II technician and the decrease of 1 Maintenance I technician position in the Facilities Management Department due to an employee's recent promotion to a Maintenance II position.
3. It adds the Benefits Coordinator position to the Human Resources Department.

### **Staff Recommendation:**

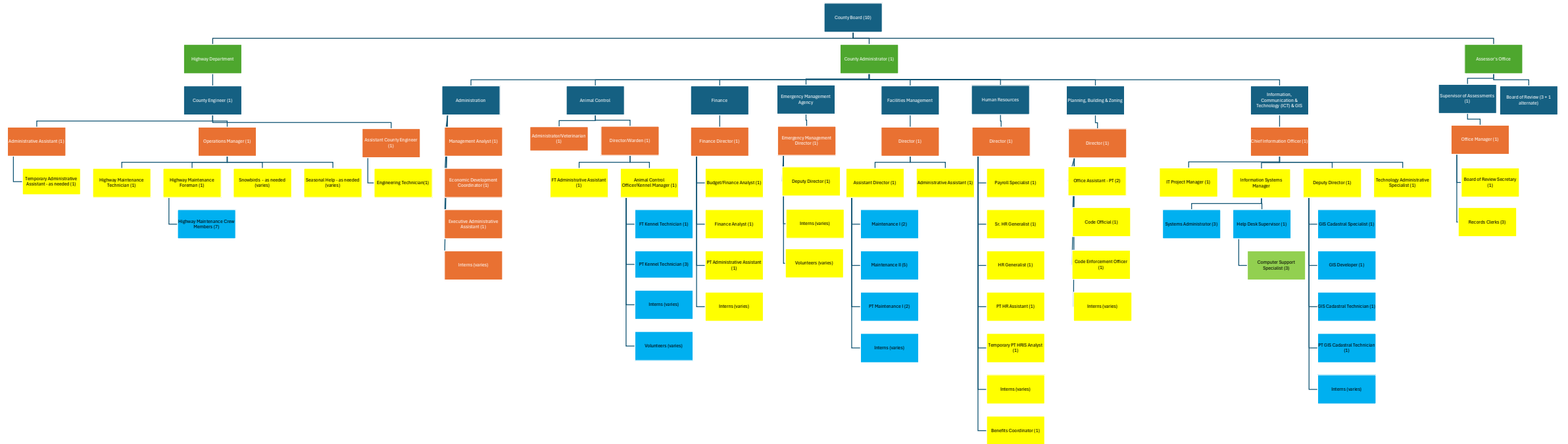
To approve the Revised Organizational Chart & Headcount.

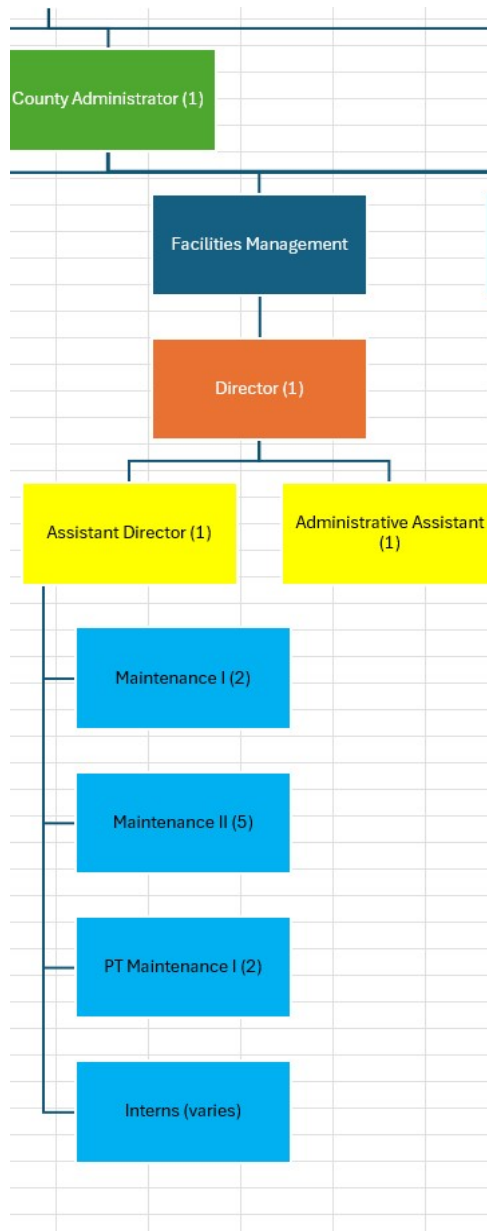
### **Attachments:**

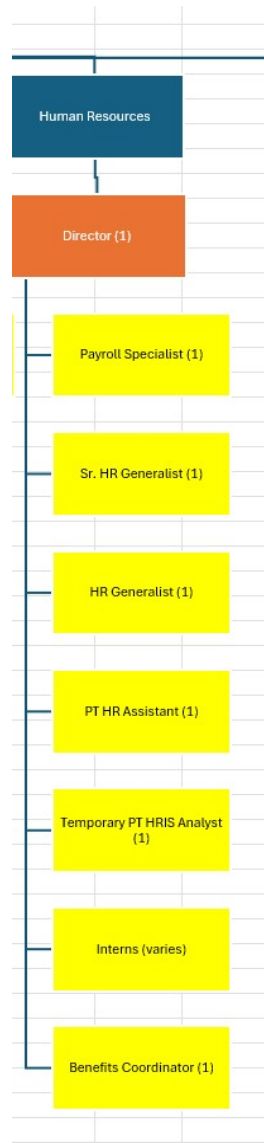
1. Revised Organizational Chart & Headcount

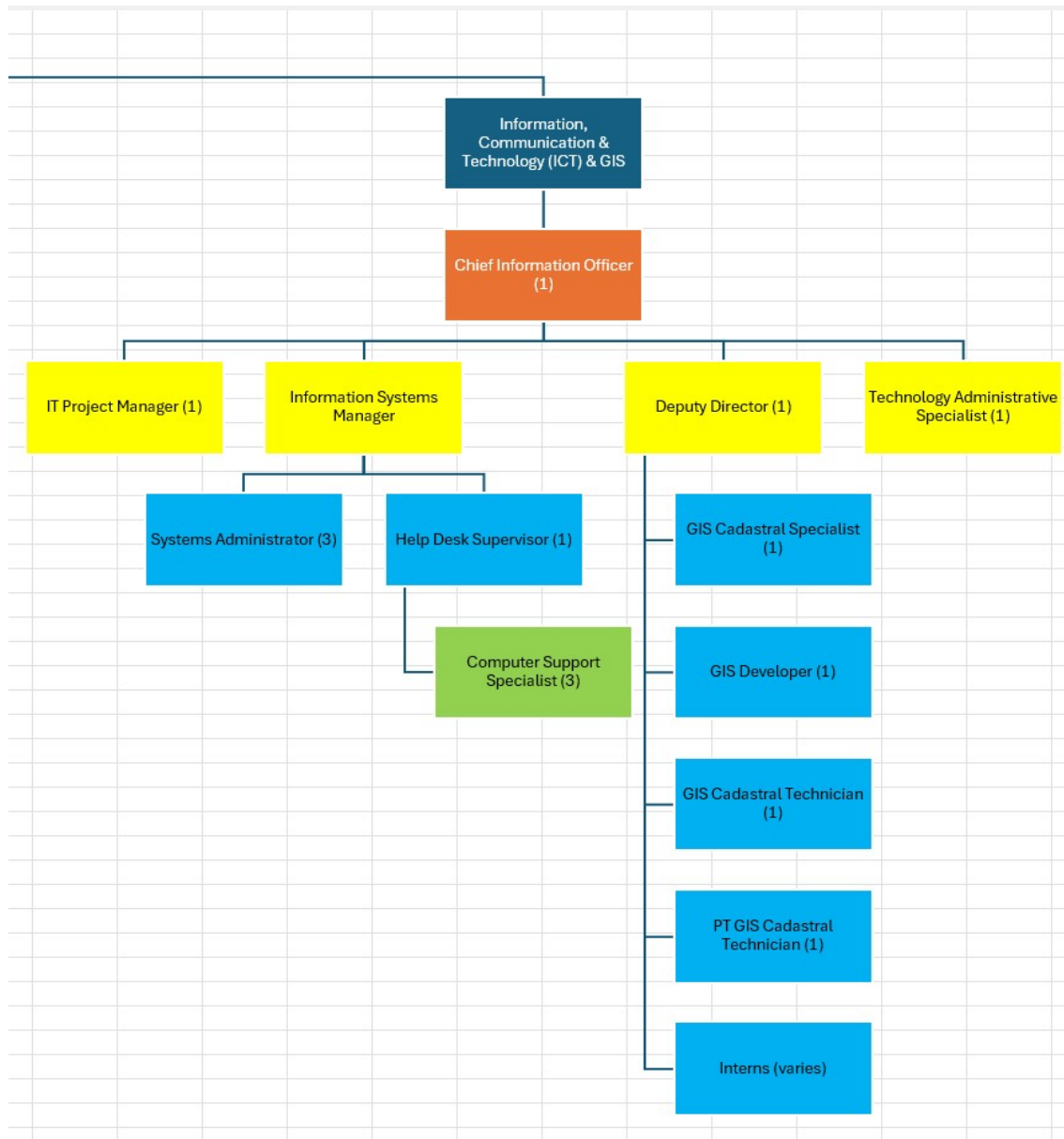


Kendall County Organizational Chart  
(DRAFT for Approval 3/18/2026)











## Kendall County Agenda Briefing

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**Meeting Type:** County Board  
**Meeting Date:** 3/18/2026  
**Subject:** Section 5311 and DOAP Grants  
**Prepared by:** Jennifer Breault, PCOM  
**Department:** Administration

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**Action Requested:**

Approval of Grant Resolutions & signature authority

**Board/Committee Review:**

March 12, 2026 Committee of the Whole

**Fiscal Impact:**

FY26-27 Grant receipts: Section 5311 \$64,193 DOAP \$2,100,000

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**Background and Discussion:**

Kendall County's Kendall Area Transit (KAT) Program is partially funded with federal and state grants. The Federal Transit Authority (FTA) passes Section 5311 grant dollars to the Illinois Department of Transportation (IDOT). The Illinois General Assembly allocates funds for the Downstate Operating Assistance Program (DOAP) for administration by IDOT.

Kendall County receives Section 5311 and DOAP grant funds from IDOT and passes them to the Kendall Area Transit service provider, the Voluntary Action Center of Northern Illinois (VAC) to operate the KAT Program.

**Staff Recommendation:**

Approval of Section 5311 and DOAP Resolutions  
Approval of County Administrator Signature Authority.

**Attachments:**

Section 5311& DOAP Ordinance  
Section 5311 & DOAP Resolution  
Signature Authority Resolution

**COUNTY OF KENDALL, ILLINOIS**  
**Public Transportation Applicant Ordinance**

**ORDINANCE NUMBER: 26-\_\_\_\_\_**

**AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION  
IN KENDALL COUNTY, ILLINOIS**

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Kendall County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits; and

WHEREAS, the Kendall County Board has the authority to delegate certain powers and duties to county officers, and, pursuant to 55 ILCS 5/5-1087, the Kendall County Board may impose additional duties, powers and functions upon county officers; and

**NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY  
BOARD CHAIRMAN AND KENDALL COUNTY THAT:**

Section 1. Kendall County shall hereby provide public transportation within the county or counties limits.

Section 2. The Clerk/Secretary to the governing board of Kendall County shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Kendall County Board Chairman and the Kendall County Board on this \_\_\_\_ day of \_\_\_\_\_, 2026 and deposited and filed in the Office of the County Clerk on that date.

Elected Board Members: \_\_\_\_\_

Members Present at Vote: \_\_\_\_\_

Members Voting "Aye": \_\_\_\_\_

Members Voting "Nay": \_\_\_\_\_

Members Abstaining: \_\_\_\_\_

Signature of:

Date

\_\_\_\_\_  
Matt Kellogg, County Board Chairman

Attest:

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



**COUNTY OF KENDALL, ILLINOIS**  
**Resolution: 26-\_\_\_\_\_**

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF  
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311; and

WHEREAS, the Kendall County Board has the authority to delegate certain powers and duties to county officers, and, pursuant to 55 ILCS 5/5-1087, the Kendall County Board may impose additional duties, powers and functions upon county officers; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF  
KENDALL COUNTY:**

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2027 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Kendall County.

Section 2. That while participating in said operating assistance program, Kendall County will provide all required local matching funds.

Section 3. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County such application.

Section 4. That the Kendall County Administrator of the Kendall County Kendall County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Kendall County Administrator of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2027.

Section 6. That the Kendall County Administrator of the Kendall County Kendall County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2027.

PRESENTED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

Approved:

Attest:

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Matt Kellogg  
County Board Chairman

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Debbie Gillette  
County Clerk and Recorder



## **County Of Kendall, Illinois Resolution 26-**

### **Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that "units of local government and school districts may contract or otherwise associate among themselves . . . [and] with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Kendall County has entered into grant agreements to fund Kendall Area Transit ("KAT") since March 22, 2010 and wishes to continue doing so; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves agreements with the Illinois Department of Transportation ("IDOT") for 5311, 5310, and Downstate Operating Assistance Program ("DOAP") funding; and

WHEREAS, the Illinois Department of Transportation ("IDOT") has updated their grant and expenditure approvals to a time sensitive digital process; and

WHEREAS, the Kendall County Board has the authority to delegate certain power and duties to county officers, and 55 ILCS 5/5-1087 provides the Kendall County Board with the authority to "impose additional duties, powers and functions upon county officers"; and

WHEREAS, the Kendall County Board recognizes that the nature of the Kendall Area Transit Program and all of the associated grants is such that the agreements need to be executed promptly and digitally to ensure the program continues to operate; and

WHEREAS, the Kendall County Board recognizes the Kendall County Administrator, as an appointed official by the County Board, is the county officer best situated to determine if and when it is appropriate for Kendall County to seek reimbursement for eligible expenses.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Administrator, the authority to seek reimbursement and sign documents under the Kendall Area Transit Program without further action by the Kendall County Board, and the authority to bind the County, provided the agreements executed by the Kendall County Administrator, or the Deputy County Administrator in the Administrator's absence, substantially complies with IDOT's 5311, 5310, and the Downstate Operating Assistance Program,

The authority herein granted to the Kendall County Administrator, will continue for one year after the date of adoption ("Termination Date").

Approved and adopted by the County Board of Kendall County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

Board Chairman Signature:

Attest:

\_\_\_\_\_  
Matt Kellogg, Chairman  
County Board

\_\_\_\_\_  
Debbie Gillette  
County Clerk



## Kendall County Agenda Briefing

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**Meeting Type:** County Board  
**Meeting Date:** 3/18/26  
**Subject:** Approval of Agreement with Fuel Media Holdings, LLC  
**Prepared by:** Jennifer Breault, PCOM  
**Department:** Administration

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**Action Requested:**

Forward to County Board approval of an agreement with FUEL Media Holding

**Board/Committee Review:**

February 26, 2026 Finance & Budget Committee Meeting

**Fiscal impact:**

N/A

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**Background and Discussion:**

For the Kendall Area Transit program, we issued a Request for Proposals (RFP) to vendors for advertising opportunities on our Kendall Area Transit buses. Two businesses submitted responses. After evaluating each proposal, Fuel Media Holdings was identified as the top candidate.

Fuel Media Holdings brings over 15 years of experience, including more than 12 years in transit-related advertising, along with excellent references. Once approved, this project would have a six-month implementation timeline.

All profits generated from this advertising will be directly allocated to the Kendall Area Transit program to support vehicle maintenance and the acquisition of new vehicles.

**Staff Recommendation:**

Approval of an agreement with FUEL Media Holding

**Attachments:**

RFP

**Kendall County, Illinois**  
**Request for Proposal Transit**  
**Advertising**  
**January 23, 2026**



52 Tuscan Way, 202-133 | St. Augustine, FL 32092

Patrick Mency, CEO  
Phone: 855-552-3624 | [patrick@fueloutdoor.com](mailto:patrick@fueloutdoor.com)

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# EXHIBIT A:

## Proposal Submission Cover Sheet

RFP Project Name: REQUEST FOR PROPOSAL TRANSIT ADVERTISING  
SERVICES Respondent Name: (printed) FUEL MEDIA HOLDINGS, LLC

Address: 52 Tuscan Way, 202-133 City, State, Zip: St. Augustine, Florida 32092

Proposal Clarification Contact Person: Patrick Mency Telephone: (904) 496-0100

Email: info@fueloutdoor.com

State of Incorporation: Florida Entity Type: Limited Liability Company (LLC)

Federal Employer Identification Number (FEIN): 47-3026032

**Any individual signing below hereby certifies they are an authorized representative of Respondent and that:**

1. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.
2. Respondent acknowledges receipt of any and all Addenda to this RFP.
3. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.

*Patrick Mency*

Authorized Signature

January 21, 2026

Date

Patrick Mency, CEO  
(Printed Name and Title)

patrick@fueloutdoor.com  
Email Address

## COVER LETTER

January 21, 2026

ATTN: Jennifer Breault  
Kendall County  
807 W. John Street  
Yorkville, IL 60560

RE: REQUEST FOR PROPOSAL TRANSIT ADVERTISING

Dear Kendall County,

For more than 15 years, only one disadvantaged business enterprise outdoor advertising company has been the prominent firm in the management of Outdoor Advertising Programs: FUEL Media Holdings. Our Company is well-known and respected in a vast majority of municipalities, including North Florida, Georgia, Louisiana, Indiana, Ohio, and South Carolina. We are known for the consistent quality of our products, high maintenance standards, and strong financial stability. Additionally, we actively participate in the community, joining local civic organizations like the Chamber of Commerce in each city where we operate. Most importantly, the key personnel who make up our organization remain consistent over the long term. Our partners, owners, and managers have worked together for more than seven years. FUEL is eager to provide our expertise and dedicated staff to Kendall County. Our proposal summarizes our experience in successfully conducting similar operations in other municipalities. It demonstrates our firm's abilities to service the Kendal County's needs at a level far superior to that of our competitors.

FUEL has contracts providing bus advertising services in several municipalities. In all our cities, we provide a menu of products and services unmatched in the industry. Furthermore, we have a proven track record in outdoor advertising sales. Our performance in advertising sales also greatly assists the local businesses who usually cannot afford high-priced billboards and other forms of media. Our current advertisers will provide testimony to the success of their outdoor advertising campaigns. Our management team has over 80 years of combined experience dealing with contractual and service issues common to municipal environments. We have assembled a team of superior managers and staff members to implement these services. FUEL Media Holdings principals are intimately involved in the day-to-day operations in each city. This allows for a level of focus that Kendall County can only receive from our firm. We invite a close examination of our service history. It will show our vision, competence, and commitment to excellence in all our endeavors.

On behalf of myself and the entire FUEL team, we are committed to this project and trust this proposal meets with your approval. Thank you for the opportunity to submit our proposal, and we look forward to engaging in a longterm partnership with Kendall County, its citizens, and local businesses. Please feel free to contact me for any additional information.

Respectfully submitted,

*Patrick Mercy*

Patrick Mercy

CEO | Fuel Media Holdings, LLC

52 Tuscan Way, 202-133 | St. Augustine FL 32092 | [patrick@fueloutdoor.com](mailto:patrick@fueloutdoor.com)

# QUALIFICATIONS OF FIRM

## MISSION STATEMENT

We exist to deliver superior services and extraordinary financial returns to our clients, transit partners and members. We act as a vital resource for our public transportation partners.

## OUR GUIDING PRINCIPLES

- Maximize revenue and growth for our transit partners
- Deliver the highest quality service to our customers
- Respond promptly to our customers’ needs and those of our transit partners
- Maintain the highest degree of integrity and professionalism
- Continue to innovate and create new products and services
- Demonstrate financial accountability

## ADVERTISING EXPERIENCE

FUEL delivers financial returns while enhancing the reputation of our transit authority partners for more than twelve years. Our experience and dedicated resources consistently result in greater revenues for the transit agencies we serve. We will have an exclusive focus for Kendall County's Advertising Program market area. There are no conflicts between competing multimedia interest and the services we provide.

## UNIQUE MARKET ADVANTAGES

- Sales strategy of long-term local sales in addition to regional and national sales.
- Existing sales and operations team dedicated to Kendall County
- Fully integrated services providing a turn-key program for successful transit advertising



# Qualification of Firm

Fuel Media Holdings has recorded continuous revenue growth over the last ten years. As of January 2026, our company owns or operates more than 2,000 advertising displays throughout the United States in 25 municipalities.

## COMPANY DESCRIPTION

Years in business: 15

Principal contact: Patrick Mency, CEO  
52 Tuscan Way, 202-133 | St. Augustine, FL 32092  
855-552-3624 | patrick@fueloutdoor.com

As a result of Superior Service, FUEL Media Holdings has been awarded the following contracts:

### INDIANA

2019 Gary, IN (RFP Award)/ Buses & Shelters

### OHIO

2019 Toledo, OH (RFP Award)/ Benches

### LOUISIANA

2018 Lake Charles, LA (RFP Award)/ Buses, Benches & Shelters

### GEORGIA

2016 Hinesville, GA (Sole Source)/ Benches & Shelters  
2017 Walthourville, GA (Sole Source)/ Benches  
2019 Macon-Bibb County, GA (Sole Source)/ Benches & Shelters

### FLORIDA

2009 Callaway, FL (Sole Source)/ Benches  
2009 Baldwin, FL (Sole Source)/ Benches  
2010 Lake County, FL (RFP Award)/ Buses  
2010 Escambia County, FL (RFP Award)/ Buses, Benches & Shelters  
2011 Pensacola, FL (Sole Source)/ Benches & Shelters  
2014 Clay County, FL (Sole Source)/ Buses & Benches  
2014 Green Cove Springs, FL (Sole Source)/ Benches  
2016 Hilliard, FL (Sole Source)/ Benches  
2017 Fernandina Beach, FL (Sole Source)/ Benches  
2018 Bay County, FL (RFP Award) Buses  
2019 Palatka, FL (Sole Source)/ Benches  
2021 Palm Bay, FL (RFP Award)/ Benches & Shelters  
2022 Volusia County, FL (RFP Award) Benches & Shelters

### COLORADO

2021 Grand Junction, CO (RFP Award)/ Buses, Benches & Shelters

### MARYLAND

2022 Gaithersburg, MD (RFP Award)/ Shelters

### TEXAS

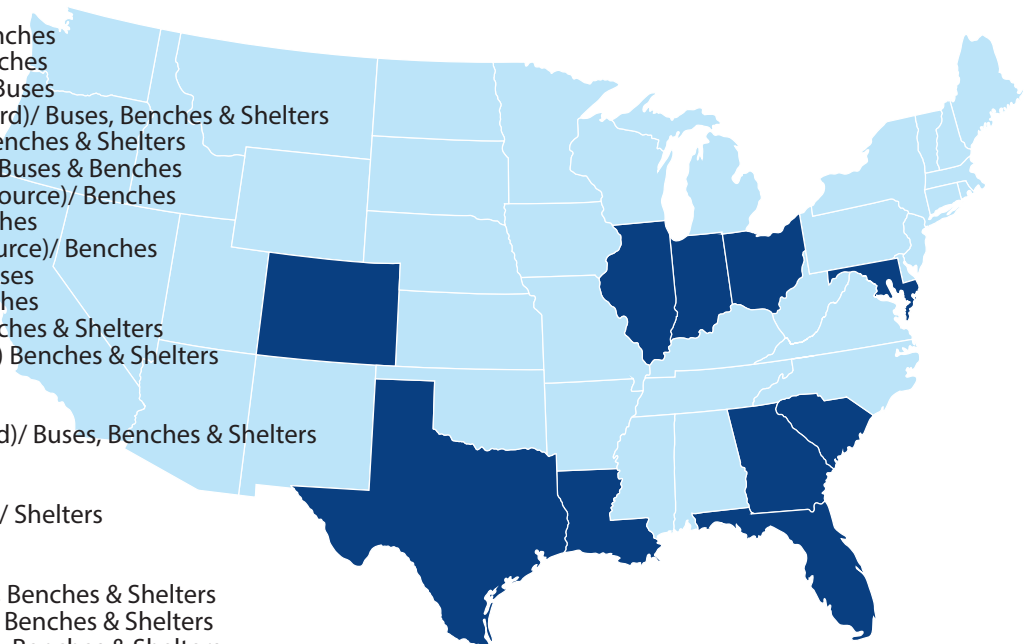
2021 Killeen, TX (RFP Award)/ Buses, Benches & Shelters  
2021 Belton, TX (RFP Award)/ Buses, Benches & Shelters  
2021 Temple, TX (RFP Award)/ Buses, Benches & Shelters  
2021 Harker Heights, TX (RFP Award)/ Buses, Benches & Shelters  
2021 Copperas Cove, TX (RFP Award)/ Buses, Benches & Shelters

### SOUTH CAROLINA

2021 Sumter County, SC (RFP Award)/ Buses & Shelters

### ILLINOIS

2022 Crest Hill, IL (RFP Award)/ Benches



January 7, 2026

ATTN: Jennifer Breault  
Kendall County  
807 W. John Street  
Yorkville, IL 60560

Dear Kendall County:

I would like to take the opportunity to offer a formal recommendation for FUEL Media Holdings. We have partnered with FUEL for 5 years as our transit advertising agency. FUEL has developed our outdoor advertising program into a successful program with positive sales revenue to the Bay County Transportation Planning Organization. During this partnership, FUEL has learned the importance of the transit vehicles assets as well as the important and vital services it offers the citizens of Bay County, Florida.

Here are a few milestones accomplished:

- Currently 100% sold of the fixed route bus inventory with full wrap buses
- Currently 70% sold of the on-demand bus inventory
- 90% retention rate of renewal contracts with existing advertising vendors
- Secured a host of local businesses.
- Joined and retain membership with the Bay County and Panama City Beach Chamber of Commerce.

FUEL is eager to provide excellent customer. Their quick responsiveness and personal attention to details and problem solving has helped us have a successful program each year of our agreement. They have developed a great working relationship with our staff and our current Bay County advertising clients. They are a proven partner you can count on.

Please feel free to contact me for any additional information.

Respectfully,



Mr. Lamar Hobbs  
Transit Program Administrator



1010 Cone Avenue  
Panama City, Florida 32401

(850) 769-0557

BaywayTransit.org

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January 7, 2026

Re: Letter of Reference for FUEL Media Holdings

Dear Kendall County Proposal Review Committee:

I am pleased to submit this letter of recommendation for FUEL Media Holdings. For the past 5 years, FUEL has understood the complex business aspects of transit advertising and even during a world-wide pandemic, they worked hard and were eager to provide the best-in-class service that GPTC has come to rely on.

At the beginning of the partnership, we all faced the unprecedented challenges of maintaining operations during a global pandemic that affected us all. Thanks to the business alignment with FUEL, we persevered despite the impact on the outdoor transit industry. We worked together and gained a unique understanding of the need to evaluate budgets and seek cost-effective business solutions that helped streamline operations and add value to the outdoor transit opportunities for GPTC throughout the region.

FUEL demonstrated its commitment to providing exceptional value to the GPTC advertising program. Some of their proven creative and executable transit accomplishments include:

- Implemented a new product offer High Visible Advertising Columns at the Adam Benjamin Metro Center.
- Utilize paratransit buses and bus shelters for advertising panels.
- Secured several new local businesses to invest in advertising space with the GPTC, which assist in growing the economy for Gary and surrounding communities.
- Joined the Gary and Crossroads Chambers of Commerce and used memberships for outreach
- Sponsored Gary Chamber Luncheons to increase awareness of GPTC advertising program.
- Established a local presence with FUEL staffers working in the community.

FUEL has the unique distinction of being the only disadvantage business enterprise outdoor advertising company. That impressed us and we benefited from that experience in the work they performed. When compared to our previous vendor relationships, FUEL has operated at a superior level. The partnership FUEL has been a win-win for both our companies and for the Northwest Indiana citizens and local businesses. We appreciate the opportunity to provide this letter of support.

Respectfully submitted,



Mr. David Wright  
Director of Planning and Marketing  
Gary Public Transportation Corporation  
[PlanningManager@gptcbus.com](mailto:PlanningManager@gptcbus.com)  
219-885-7555



**CITY OF LAKE CHARLES**

1155 Ryan Street • P.O. Box 900  
Lake Charles, LA 70601-0900 (337)  
491-1253 • FAX (337) 491-1835

DEPARTMENT OF  
PUBLIC WORKS  
Transit Division

NICHOLASE L. HUNTER  
MAYOR

**Letter of Reference for FUEL Media Holdings**

January 8, 2026

Kendall County Proposal Review Committee:

I am writing as a business reference to offer a formal recommendation for FUEL Media. FUEL Media has been our outdoor advertising agency for over three years, and we are in the process of extending the agreement with them now. They manage advertising for our transit, bus shelters and bus benches. Over the years, I have seen their growth and development in the industry. The owners, Patrick Mency and Cheryl Anderson often perform local site visits to check personally on the quality of work and review field operations.

As our outdoor advertising agency, FUEL Media has significantly increased our business and outdoor product sales. We are now experiencing a wait list for advertising spaces on our buses. We have received no complaints or issues from our existing advertising customers. In addition, they are very timely in delivering the monthly sales revenue reports and revenue payments. The wrap installers that they send to our site are professional and get the job done within the time frames we have allocated for the buses to be out of service.

FUEL Media has the unique positioning of being a DBE in the outdoor advertising agency. They have helped us meet our DBE goals without compromising any service standards or deliverables. They have the expertise and experience of a large-scale agency with the responsiveness, character, and true partnership that any company would want.

In the future, if I can be of any assistance in giving more information about FUEL Media, please feel free to contact me.

Sincerely,

Mr. Al Hoover  
Transit Manager, City of Lake Charles  
1155 Ryan Street

Lake Charles, LA 70601 (337) 491-1253

Al.hoover@cityoflc.us

## QUALIFICATIONS OF STAFF

As will be seen from the resumes of FUEL Media Holdings key staff members, our company has unusual depth of managerial experience. We have the knowledge and diverse skills that outdoor advertising projects require; from understanding and interpreting local conditions, working with communities, manufacturing know-how, and vetting local contractors.



### **PATRICK MENCY**

**CEO/Co-owner**

Patrick Mency has over 20 years of sales, field operations, and management experience. Prior to FUEL, Patrick was a Co-Partner with the nation's largest bench advertising company. The company holds contracts throughout the United States provided bench & shelter advertising for numerous cities. Patrick sold his shares to launch Fuel Media Holdings.

As an expert in local laws, Mency also worked with other outdoor advertising companies, traveling across the country to help that firm forge

successful partnerships with municipalities throughout the U.S. He is consistently sought after to help other towns and cities interested in streetscape programs to help write RFP's and educate local governments about the sometimes intricate process of granting such rights while helping to revitalize small businesses and increase city revenue.



### **CHERYL ANDERSON**

**VICE PRESIDENT / Co-owner**

Cheryl joined as co-owner in January 2016. She brings over 30 years of consulting, training, and managing complex projects experience. Her responsibilities include marketing planning and campaigns, market research, and identifying new business opportunities. Cheryl works with our diverse business clients in developing marketing strategies for aggressive growth of their brand within their advertising budgets. In addition, she is responsible for the advertising sales production and the hiring and training of our sales team. Cheryl oversees all transit advertising programs to monitor our sales goals and revenue projections.

Cheryl previously worked as an Administrator with the City of Tallahassee working in customer and field services operations, implementing new product and services for improving the customer's experience. Cheryl has managed and coordinated services for a Marketing Services Program which included recruiting new businesses to join; retaining and building relationships to assist with their marketing campaigns and implementation strategies in the Florida market.

Cheryl holds a Bachelor of Science Degree in Marketing from the Krannert School of Management, Purdue University.

## QUALIFICATIONS OF STAFF



**RHEA MENCY**  
**PRESIDENT**

Rhea oversees the implementation of all internal processes, inventory management, and office management. Rhea manages the installation of bus benches and bus shelters in all markets. Her knowledge and understanding of required permitting on a state and local level provide for a seamless transition from any current advertising program to our new bus bench design advertising program.

She has a Bachelor of Science Degree in Construction Management Engineering from Purdue University.



**LARRY WRIGHT**  
**NATIONAL AND REGIONAL ACCOUNTS EXECUTIVE**

Larry brings over 30 years of leading national, local sales and marketing experience to FUEL. He is responsible for negotiating all national and regional sales accounts. Larry has worked in the radio and billboard advertising sector of the advertising industry. He has overseen sales operations, programming sales, and marketing. He has served as the General Manager for many radio stations including ESPN Radio and as the Director of Sales for Cumulus Broadcasting. He has been the creator and producer for commercial radio and TV advertisements.



**DAMON SCHOOLEY**  
**DESIGN DEVELOPMENT**

As a graphic designer with over 15 years of experience, Damon has partnered with six outdoor advertising companies to develop design solutions for thousands of clients. He oversees the design and printing process for more than 5,000 advertising sites ranging from national brands to small independently owned businesses. Using effective communication skills, Damon works closely with clients to create striking layouts that best convey an advertiser's message. Whether it's adhering to the brand standards of an established company or developing a brand identity from scratch, it is done with great attention to detail. His creativity will help to deliver aesthetically pleasing designs to the project.

Damon holds a Bachelor of Science Degree in Graphic Design and Communication from LaRoche University.

## QUALIFICATIONS OF STAFF



### **KASSANDRA CHANDLER**

#### **DIRECTOR OF DIGITAL/SOCIAL MEDIA STRATEGIES**

Kassandra is responsible for the social media and marketing direction of FUEL. In addition, Kassandra is responsible for the redesign of our website. She oversees the planning and execution of all social media campaigns leading to an increase in sales. Kassandra provides innovative solutions and right-sized technology services for FUEL. She is an accomplished information technology executive with an extensive career leading the digital transformation at a variety of private and public sector organizations. Kassandra is also founder and principal consultant at Systematic Design Consultants LLC, an information technology firm. As a Chief Information Officer consultant, Kassandra is an industry subject matter expert in leading overall strategy, execution, and management of technology investments and operations.

Kassandra holds a Bachelor of Science in Management from the Krannert School of Management, Purdue University.



### **JOSH COCKRELL, MPP**

#### **BUSINESS DEVELOPMENT**

Josh has more than 10 years of experience in providing economic development and government relations consulting for public agencies, nonprofit organizations, and businesses throughout Northeast Florida. He provides research and business development and strategic planning for FUEL to achieve our strategic business goals. Prior to working with FUEL, he was Director of Economic Development for Gilmore Hagan Partners where he represented a variety of clients including Jacksonville Airport Authority, Jacksonville Transportation Authority, St. Johns County Industrial Development Authority, and many others. Josh other past experiences include coordinating a capital campaign for a new hospital in Clay County and serving as Director of Marketing and Community Relations.

Josh holds a Masters degree in Public Policy from Jacksonville University, Jacksonville, Florida and a Bachelor of Arts in Political Science from the College of Charleston, Charleston, South Carolina.

## QUALIFICATIONS OF STAFF



**CARLA HOLMES**  
PUBLIC RELATIONS MANAGER

Carla oversees marketing and communications for FUEL. Carla is an innovative thinker, results-driven professional with extensive communications and event/activation management experience within the global entertainment attractions, corporate consumer market and nonprofit industries. Carla is a dynamic leader and motivator with a proven track record of achievement fueling revenue, strengthening the organizational profile, and developing and maintaining relationships with the media, constituents, and key influencers.

She is a passionate learner with a talent for creating content-driven messaging to generate intentional and effective brand strategies and integrated marketing communications. She builds multifunctional public relations teams with highly skilled ability to influence others, generate awareness, and win support on critical issues. In addition, Carla is Professor & Associate Director of Online graduate programs at the University of Oklahoma.



## **BUSINESS / MARKETING / SALES**

### **Installation and Maintenance Procedures**

FUEL will provide experienced, knowledgeable personnel to fulfill our installation duties for Kendall County throughout the contract term.

FUEL installers have undergone thorough training to ensure that transit vehicles are treated with the greatest care possible.

FUEL's installers have pre-posting and inspection procedures for each vehicle while taking extra precautions not to cover bus numbers, branding and identification, and other critical information.

- **3M Fleet Graphic Materials:** FUEL has almost exclusively used 3M products or similar materials. All of our installers have extensive training in 3M Graphic Materials.
- **Maintaining advertising inventory:** FUEL maintains an up-to-date inventory record showing the current number of buses available as well as the specific products that are displayed both on the interiors and exteriors of buses. FUEL's advertising inventory record includes the effective contract dates for each display, including the expiration date for each contract.
- **Scheduling:** FUEL is experienced in all scheduling aspects, including extreme weather conditions. We aim to establish and maintain mutually beneficial relations with Kendall County shop personnel.
- **Application and removal of advertising:** FUEL will replace an expired advertising copy with an advertisement of the same size or clean the surface to the pre-installation condition. FUEL will not layer advertisement panels on the buses and will ensure that panels are free from wrinkles, blisters, or similar defects. In addition, the advertisements will be straight against the vehicle contour lines and appear sharp.
- **Timeliness:** FUEL's standard maintenance program includes regular bus yard inspections. When a display needs maintenance, our installation, and production staff quickly respond to repair the damage and get the ad reinstalled and working for the customer.

FUEL has a fully staffed sales and operations team. In all of our markets, we will provide all necessary sales and operations staff to complete the contract requirements.

FUEL has a proven track record of managing multiple contract transitions. We work closely with the authority's personnel to ensure advertisements meet the authority's standards and provide the highest quality posting through expert sign applicators and the best vinyl materials available. In addition, we work with various suppliers to obtain the best products for our clients and the Transit Authority.

## **BUSINESS / MARKETING / SALES**

**Market Manager:** The FUEL market manager will be the primary contact for Kendall County and will manage office staff and relationships with vendors and clients. The manager will monitor sales initiatives to achieve acceptable utilization of advertising space and ensure that the client's advertising campaign meets the guidelines proposed by Kendall County and maximizes market revenue.

**Sales Manager:** The FUEL sales manager will coordinate the day-to-day sales operations for Kendall County and manage relationships with vendors and clients. The manager will monitor all leading market sales initiatives to achieve acceptable utilization of advertising space, monitor all potential sales to ensure all clients fit within the acceptable guidelines proposed by Kendall County, and assure maximum revenue for the market.

**Operations Manager:** The fuel operations manager is experienced in transit advertising and relations with installation vendors and will manage the installation and removal of displays, chart inventory, report inspection, maintenance, repairs, photograph displays, and provide proof of performance reports.

**Sales Administration:** Experienced in transit advertising sales support, our administrative personnel will record and report the sales activity in our internal system, including the advertiser's name, contact, credit terms, invoice date, billing amounts, and contract period. Additionally, they will assist sales staff and provide marketing support as needed.

**FUEL will enforce the standards of Kendall County's advertising policy. We will pursue quality clients and advertisers and mitigate those advertisers or content that may conflict with Kendall County policies.**

**Quality Control:** Inspection and maintenance of advertising displays will be monitored by staff. For example, suppose it is noticed that repairs are needed. In that case, staff will provide the advertiser's name, display type, and corresponding bus number to the operation manager, and an inspection will follow.

**Inspection:** Track down the bus needing repair and inspect the problem area. Document bus number and advertiser, photograph, and relay to administration and account executive to gather information on printer vendor used and contract duration.

**Estimate Solution:** Estimate whether the entire display needs replacing or a partial display may be applied to repair. The solution will be based on the display's size and the contract's duration.

**Reporting capabilities:** Once executed, the advertising contract will be reviewed by administrative staff to ensure all information is properly completed and will require approval by the market manager. Once approved, the contract will be entered into our reporting system, and the following information will be recorded:

- Name of advertiser
- Billing contact information
- Contract period

## **BUSINESS / MARKETING / SALES**

- Displays purchased
- Billing periods and amounts
- Invoice dates

After the contract is entered into the reporting system, the contract will be given to the operations manager to chart inventory. The operations manager will record the following information in the internal database:

- Contract start date installation date
- Display types
- Quantity of displays

The operations manager will monitor the progress of printing and shipping and report any changes to the internal charting spreadsheet, admin, and account executive. If there is any change to the contract start date, the administration will reflect the change in the revenue reporting system. When displays are shipped, operations will place the job on the installation schedule given to the subcontractor. Once displays are shipped to the installation facility (vendor), the displays are inspected and then installed according to the installation schedule.

Once displays are installed, photographs of advertisements will prepare a proof-of-performance (POP) report for company records and our clients. The POP report will contain the following information:

- Advertiser and campaign name
- Account executive name
- Contract start date and installation date
- Display types and bus number
- Bus numbers corresponding with displays
- Photographs of displays on buses

The admin and operations reporting systems will record and report the information required by Kendall County, including advertising names, invoice dates, billing periods, collections, contract periods, total sales, billings, revenues, locations of all advertising posted, and photographs.

Reports are generated to include but are not limited to the following:

- Monthly reconciliation reports by:
  - Mode
  - Showing type
  - Advertiser
  - Start date
  - Duration
  - Quantities
  - Inventory usage

## **BUSINESS / MARKETING / SALES**

### **Gross revenue**

FUEL will work with Kendall County to ensure that all reports required for this contract will be 100% satisfactory.

We have great partnerships with each Transit Authority in all our transit advertising markets. The principles of FUEL work with each authority's marketing and accounting department to ensure that we are generating maximum sales and that the Transit Authority receives prompt, on-time payments and reports that reflect the requirements of each contract.

FUEL's operations manager will be accountable for managing inventory control and posting reports in compliance with all advertising clients. Inventory is kept on a per bus basis to ensure that the timely posting, removal process, and space availability are maintained on an ongoing basis.

### **Design Services**

FUEL's design team is available to each client to create or assist in designing their advertisements. The staff will make changes to fit existing artwork to our transit formats, answer any questions regarding templates and production, and offer advice and tips for creating dynamic, successful transit advertisements. Designing for transit is often very challenging. Balancing the concept and content while maintaining high visibility is imperative to the ad campaign's success. FUEL's design team specializes in design for transit and the adaptation of existing ads and branding for billboards and other media platforms to the transit medium.

### **Sales and Marketing Plan**

FUEL has a basic philosophy that carries over to each market area and is the key to our success. That philosophy is –Transit Advertising Works! We will bring this message to potential advertisers when representing Kendall County.

Our philosophy is to generate enthusiasm about the product we sell by being enthusiastic about the product itself. As dedicated transit advertising professionals, we must believe in the product and exude this enthusiasm to potential clients.

Our marketing philosophy entails that we are not selling signs but RESULTS. We help our advertising customers meet their objectives in reaching people and creating awareness for products and services in Kendall County market. We seek out those categories of potential advertisers we know through our vast experience that benefit from transit advertising. We have identified key categories such as healthcare, education, entertainment, retail, media, law firms, insurance agencies, and real estate agencies that have annual budgets for investing in outdoor advertising.

## **BUSINESS / MARKETING / SALES**

How will FUEL work to increase sales yearly for Kendall County?

1. We have dedicated transit advertising sales professionals. In each market, we operate to represent the transit authority as the only product we sell. We do not represent multimedia formats like some larger media companies where dollars could be allocated to where it best suits their bottom line, not yours.
2. Advertising on and in KAT vehicles will be our sole business in Kendall County market. We will position your products against the other media formats, focusing on maximizing market reach and frequency of exposure.
3. We will position the creative capabilities and unique public interaction that advertising on KAT buses will provide marketers. No medium brings the advertiser's message to the people where they live, work and play like transit advertising.

### **Local Sales**

Local sales are the backbone of any market. Our goal is to maximize our sales relationships on the local level. It starts with having a sales team with intimate knowledge of the local market. This knowledge of the market and how Kendall County buses and facilities interact with the public within that market makes us experts at showing potential clients how we create successful transit advertising campaigns.

Two ways to secure local dollars are through ad agencies/media buying companies and direct sales. We focus on both elements. Our sales team will work to ensure that all advertising agencies and media buying companies in the local market are being serviced and are aware that FUEL is the transit advertising contractor.

### **Expectations**

FUEL's sales philosophy is "prospect smarter, not harder." While we do not rule out anybody as a potential client (within Kendall County's guidelines), we prospect with a purpose. Instead of blindly making phone calls and usually never getting past the gate keeping, we require our team to do their homework and learn about the businesses and organizations in the market area. For example, researching companies that are growing and seeking a more robust advertising strategy in the future. We want our team to know in detail what is happening in the communities we serve. We want to be the first in the door to discuss opportunities for promoting the campaign on Kendall County buses far in advance. In transit advertising, thinking six months or more out when securing business helps to make the advertising program more successful.

We also have expectations that despite today's reliance on the internet and email for contact with customers, we seek to develop personal relationships with clients where possible. It is in building these personal relationships that can sway media decisions as to where to spend their advertising dollars.

# BUSINESS / MARKETING / SALES

## Regional and National Sales Plan

Regional sales are handled similarly to National sales, with the local sales team having more input for regional sales. Immediately upon award, our Regional and National Account Executive will personally reach out to our regional and national ad agencies and media buying companies. In addition, we will create regional/national promotional materials to disseminate through the market.

Our Executive Team will ensure we do not miss out on potential national and regional dollars. Upon the RFP Award, our action plan will include email blasts notifying our national contacts that FUEL is now handling Kendall County's market. We will follow up with materials, including rate cards, coverage maps, and demographic information. This effort will ensure that key national and regional representatives know whom to call for this market.

## Para –Transit Advertising Strategy

Many of our competitors have a limited vision that only large buses attract potential customers. At FUEL, we see every vehicle as an opportunity to inform communities regarding local businesses and increase sales revenue. In addition, we see Paratransit vehicles as an opportunity for small and local businesses to get into the outdoor advertising space by purchasing lower-cost advertising.

The Paratransit buses serve as moving billboards for small businesses to invest in the growth and development of their business. These vehicles with wrap advertisement priced at an affordable rate of \$100-\$250 per month (depending on the market area pricing) will increase the economic vitality of local businesses and potentially generate additional annual gross sales revenue.



# COMPENSATION SCHEDULE

FUEL Media Holdings, LLC is pleased to present the following Financial Proposal to Kendall County for the installation and maintenance of Transit Advertising. Using this formula, the County will benefit from the opportunity to share financially in the growth of advertising revenues.

Transit			
Terms	Minimum Annual Gurantee	vs.	Percentage of gross advertising revenues
Year 1	\$3,600		40%
Year 2	\$4,500	Whichever is greater	43%
Year 3	\$5,000		45%



## REVENUE AFTER AGREEMENT TERMINATION

At the end of the contract, the Contractor shall immediately transfer all existing advertising contracts to Kendall County or its designee. The Contractor will be entitled to the payment of a twenty percent (20%) commission of the gross amount collected from such contracts for a period of six months. For this purpose, the Contractor shall not enter into any contract with advertisers, which extends for more than a 12- month period without the express written permission of Kendall County. No payment shall be made to the Contractor if the Contract is terminated early for default.



## EXHIBIT B: Proposal Form

RESPONDENT'S NAME: FUEL MEDIA HOLDINGS, LLC

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RFP PROJECT NAME: REQUEST FOR TRANSIT ADVERTISING SERVICES

**PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Respondent's experience with this type of project, and these professional references are attached to this Proposal Form.

**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. PM (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. PM (Initials)
- C. CERTIFICATION REGARDING RESPONDENT ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes. PM (Initials)
- D. NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

***This Proposal Form and all attachments are respectfully submitted this 21 day of January, 2026***

Respondent's Name: FUEL MEDIA HOLDINGS, LLC  
Mailing Address: 52 Tuscan Way, 202-133, St. Augustine, FL 32092  
Telephone Number: (904) 496-0100 Facsimile Number: \_\_\_\_\_  
Email Address: info@fueloutdoor.com Website: https://fueloutdoormedia.com/

Type of Business Organization: (Check the box that applies)

- Sole Proprietor
- Corporation
- LLC
- Partnership
- Limited Partnership
- Other: \_\_\_\_\_

Signature of Authorized Representative: Patrick Mency

Printed Name: Patrick Mency Title: CEO

Attested by: Rhea Mency Title: President

**NON-COLLUSION AFFIDAVIT**  
*(Complete and Submit with Proposal Form)*


STATE OF FL )  
 ) ss  
COUNTY OF Duval )

Patrick Mency, being duly sworn, says that he/she is  
member of firm of Fuel Media Holdings, LLC  
(sole owner, member of firm, corporate official) (individual, firm or corporate name)


which has by the enactment of this document affirmed that he/she, in the preparation of the Proposal estimates, has not entered into any verbal and/or written agreement with any of the other Respondents or their agents for the specific purpose of fixing Proposal estimates to benefit him/herself or the firm he/she represents.

The undersigned Respondent further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Respondent made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Respondent committed bribery or attempted bribery on behalf of the Respondent and pursuant to the direction or authorization of a responsible official of the Respondent.

The undersigned Respondent further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name: Patrick Mency  
Title: CEO  
Signature: 

Subscribed and sworn to me this 22<sup>nd</sup> day of January, 2026.

  
Notary Public  
(seal)



## Respondent's Professional References

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

### Reference #1:

Professional Reference Name: Collective Outdoor LLC

Contact Person's Name: Chris Whalen

Telephone Number: 917-690-2127 Facsimile Number: \_\_\_\_\_

Mailing Address: 1000 17th St N St. Petersburg, FL 33713 Email: chris@collectiveoutdoor.com

Description and date(s) of services: Provides advertising consultations. Date of service is from November 2022 - present.

### Reference #2:

Professional Reference Name: DVS Design Studio, LLC

Contact Person's Name: Damon Schooley

Telephone Number: 954-305-7702 Facsimile Number: \_\_\_\_\_

Mailing Address: PO Box 70153 Oakland Park, FL 33307 Email: dvsdesignstudio@gmail.com

Description and date(s) of services: Provides graphic design. Date of service is from September 2008 - present.

### Reference #3:

Professional Reference Name: Camel City Posters/Irvin Hardware

Contact Person's Name: Vinny Pannutti

Telephone Number: (336) 692-4275 Facsimile Number: \_\_\_\_\_

Mailing Address: 326 Newsome Rd, King, NC 27021 Email: vpannutti@camelcityposters.com

Description and date(s) of services: Provide printing and design services of outdoor signs . Date of service is from July 2020 - present.

# PROMOTIONAL LITERATURE

## Sample Media Kit

**GPTCII**  
GARY PUBLIC TRANSPORTATION COMPANY

# MEDIA KIT

Serving Gary & Northwest Indiana

**FUEL**  
OUTDOOR MEDIA

## WHY TRANSIT ADVERTISING?

Nothing does it like an advertisement on the bus! You can't tune it out. You can't change the channel. You can't zap it with the remote. You can't ignore it by taking a different route. You aren't bundled together for a :30 second spot that fits their schedule but not yours.

- **REACH** - No other media puts you in front of more people.
- **FREQUENCY** - Potential customers see your ad - over and over.
- **HIGH VISIBILITY** - Face it. A bus is hard to miss. **DELIVERY** - Buses deliver your ad to where potential customers are.

- **ALL DAY EXPOSURE** - Day! No :10 second or :30 seconds here.
- **EYE-LEVEL** - Attention grabbing ad delivers your message to potential buyers.
- **INESCAPABLE** - Bus ads command attention. You can't tune them out.
- **ATTENTION GRABBING** - Rolling Billboards create instant recognition.

### Moving Billboards

Circulating in the busiest areas of cities, bus advertising offers exposure to local commuters, drivers and pedestrians. These 'moving billboards' are displayed on the bus exterior and come in a variety of sizes and high-impact formats to reach your audience. Available in various sizes and formats, from side panel displays to fully wrapped buses. Transit advertising can deliver exposure where other Out-Of-Home (OOH) advertising may be prohibited.

### Continuous Exposure Year Round

Wrap the entire Bus with your ad to make a dramatic move throughout residential and core business message throughout the marketplace all day, every day. Builds consumer's familiarity with your company branding campaigns, which typically run for at least 6 months.

### Capture the Market

Use a high quantity of smaller Bus ads to saturate the market in a short amount of time. Bus ads are highly effective for announcing new products, seasonal specials or short term advertising campaigns. These ads can run for a period of time (typically 3 to 6 months). Bus ads capture consumers' attention so they act upon a particular promotion immediately.

61% DIGITAL BILLBOARD 54% BUS AD 45% STREET LEVEL AD 33% SHELTER AD SOURCE: NIELSEN 2016

## OOH Benefits

Consumers are steadily on-the-go, and they see Out-of-Home ads along the way. Nielsen's recent study revealed that not only do consumers not ignore OOH ads, but they often act upon seeing them.

**Advertising Connects to Mobile**

SEARCHED ONLINE ABOUT THE ADvertiser ACCESSSED A COUPON OR VISITED THE ADvertiser'S SITE DOWNLOADED OR USED AN APP TOOK AN ACTION

## Advertising Coverage

**GPTCII**  
GARY PUBLIC TRANSPORTATION COMPANY

Advertising Coverage Map showing routes and locations.

### Full Bus Wraps

Full wrap buses combine the size of a billboard with market penetration and eye-level impact - decided advantages of bus advertising. These large broadcast mediums draw attention to your message and reach active, on-the-go consumers in the marketplace.

### King Kong

High traffic counts combined with extra large size give your message high visibility. These display stands stand from traditional mediums with large, dynamic graphics. They provide coverage from wheel well to wheel well, spanning the height of a bus.

## Products

# PROMOTIONAL LITERATURE

## Sample Media Kit

**King Wrap**  
King size bus ads offer superior eye-level coverage and penetration, reaching commuters, workers and areas where traditional outdoor media is limited or unavailable. The ultimate reach medium, Exterior Bus Advertising is the most colorful, dynamic and cost-efficient form of advertising available today.

**Queen Wrap**  
Queen size bus ads offer superior eye-level coverage and penetration, reaching commuters, workers and areas where traditional outdoor media is limited or unavailable. The ultimate reach medium, Exterior Bus Advertising is the most colorful, dynamic and cost-efficient form of advertising available today.

**Tail** High Impact Tailight Displays establish brand awareness. Mounted for maximum visibility, this format leads to pedestrians while also commanding the attention of drivers. This product is located on the rear of the bus, commands the attention of passersby as they are located at eye level in heavily populated areas.

### Bus Shelters

Bus Shelters provide eye-level exposure to pedestrians and vehicular traffic.

You ad will grab their attention while they wait for the traffic light to change, bus or walk down the street. Add interactive elements such as QR codes to direct users to mobile landing pages that contains more information and interactivity.

### Transit Center Ads

Transit Center Ads provide eye-level exposure to pedestrians and public transportation ridership.

These ads grab attention while riders wait for, or transfer on public transportation. Traffic moves slowly through this area allowing ample time for digesting your message.

### Transit Advertising Data

Annual Ridership: 785,218 Annual  
Total Miles: 954,756 per year GPTC provides fixed route transit in Gary and nine other communities in Northwest Indiana.

### Advertising Options

 Full Wrap (Both Sides & Back)	 King Kong
 King	 Tail
 Bus Shelters	 Transit Column Ads

**CALL YOUR LOCAL SALES REP TODAY!**

**219.472.9877**

## EXPERIENCE

Customer Approval Form generated by Design Production Team sent to client for review and final approval before sent to print company for production.

	<p><b>NTS 35' Gillig - 1/20th Scale</b>  <b>Important:</b> Graphics may shift up to 4 inches upon installation.          Full Side - 360" w x 112" h          Streetside Window Part A - 278" w x 52" h          Curbside Window Part A - 120" w x 52" h          Curbside Window Part B - 120" w x 45" h          Curbside Door Panel - 48" w x 94" h          Tail - 110" w x 98" h</p>	<p><small>IMPORTANT: ANY REVISIONS OR CHANGES TO THIS DESIGN WILL BE REQUIRED WITHOUT CLIENT APPROVAL. THIS DESIGN IS THE PROPERTY OF FUEL MEDIA HOLDINGS, LLC AND THE DESIGN RIGHTS ARE RESERVED. THE CUSTOMER AGREES TO THE DESIGN AND POSITIONING OF GRAPHICS AND QUALITY ELEMENTS ON THE GRAPHING APPROXIMATELY AS SHOWN. THE CUSTOMER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE BUS OR TO THE GRAPHIC ELEMENTS ON THE BUS. THE CUSTOMER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE BUS OR TO THE GRAPHIC ELEMENTS ON THE BUS. THE CUSTOMER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE BUS OR TO THE GRAPHIC ELEMENTS ON THE BUS.</small></p>
<p>Approved by: _____ DATE: _____          (Signature)</p>		

St. Mary's Bank Advertising Campaign September 2020 - Ongoing



## EXPERIENCE

Customer Approval Form generated by Design Production Team sent to client for review and final approval before sent to print company for production.

Qty - 8

**FUEL**  
Full Wrap

30' OBUS - 120' wide  
Important: Graphics may shift up to 4 inches upon installation.

VEHICLE INFORMATION  
 Overall Length: 114' x 4.500' w/  
 Overall Width: 9' x 1.000' w/  
 Wheelbase: 32' x 1.000' w/  
 Curbside Rear Window: 52' x 1.000' w/  
 Curbside Front Window: 42' x 1.000' w/  
 Curbside Front Window: 42' x 1.000' w

PRINT PRODUCTION OR THE RELEASE OF HIGH RESOLUTION ART FILES WILL NOT PROCEED WITHOUT CLIENT APPROVAL. GVS Design Studio, LLC will not accept liability for errors overlooked after approval has been made. You, the customer, agree that using and publishing of graphics and graphics elements are for printing process only, and may need to be adjusted in the field as needed by the vendor. In the event that there is a legal discrepancy regarding the above artwork, Client bears full responsibility for any non-authorized content on the above artwork. This form must be signed, dated, and returned. Or, an approval will be accepted via e-mail if client clearly states that the artwork is approved for production.

Approved by: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
( Client signature )

Indiana Department of Health Advertising Campaign April 2021- July 2021



## EXPERIENCE

Customer Approval Form generated by Design Production Team sent to client for review and final approval before sent to print company for production.



Kanner & Pintaluga Property Attorneys Advertising Campaign April 1, 2019 - Ongoing



## EXPERIENCE

Customer Approval Form generated by Design Production Team sent to client for review and final approval before sent to print company for production.



Florida Department of Health Bay County Advertising Campaign May 1, 2019 - Ongoing



## EXPERIENCE

Customer Approval Form generated by Design Production Team sent to client for review and final approval before sent to print company for production.



Crime Stoppers Advertising Campaign August 1, 2019 - Ongoing





# CERTIFICATE OF LIABILITY IN URAN E

DATE (MM/DD/YYYY)  
09/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IRVING NEWMAN INS AGENCY/PHS 21225290 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 467-8730	<b>FA (A/ , No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> FUEL MEDIA HOLDINGS, LLC 25 N MARKET ST STE 117 JACKSONVILLE FL 32202	<b>INSURER A:</b> Sentinel Insurance Company Ltd.	11000
	<b>INSURER B:</b> Hartford Casualty Insurance Company	29424
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	21 SBA VL2696	01/05/2025	01/05/2026	EACH OCCURRENCE \$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000						
	MED EXP (Any one person) \$10,000						
	PERSONAL & ADV INJURY \$2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	21 SBA VL2696	01/05/2025	01/05/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
	PROPERTY DAMAGE (Per accident)						
A	<input checked="" type="checkbox"/> UMBRELLA LIABILITY EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	21 SBA VL2696	01/05/2025	01/05/2026	EACH OCCURRENCE \$1,000,000
	AGGREGATE \$1,000,000						
B	WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	21 WEC AC6K7N	01/10/2025	01/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$1,000,000						
	E.L. DISEASE -EA EMPLOYEE \$1,000,000						
A	EMPLOYMENT PRACTICES LIABILITY			21 SBA VL2696	01/05/2025	01/05/2026	Each Claim Limit \$10,000 Aggregate Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

### CERTIFICATE HOLDER

City of Palm Bay  
120 MALABAR RD SE  
PALM BAY FL 32907

### CANCELLATION

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan S. Castaneda*

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## Revenue Enhancement Opportunity

1. FUEL's Street furniture program is a no-cost to Kendall County's, "Turn Key" operation completely approved by Kendall County Officials and managed by FUEL.
2. Kendall County selects, at no cost to Kendall County, the FUEL Street furniture design concept that's best suited for selected high-traffic public space locations (which must be approved by Kendall County Officials).
3. FUEL's no cost to Kendall County street furniture program will not place any manpower demands on the Public Works department as all resources needed to install, maintain, and service each unit is the responsibility of FUEL. This will save Kendall County tens of thousands of dollars in labor costs.
4. Local small business owners (like your restaurants, realtors, florists, dentists, etc.) will be allowed to advertise our street furniture, and a portion of this revenue will be shared with Kendall County.
5. FUEL's performance is measurable as each unit is GPS coded so that Kendall County officials can track and evaluate our work online.
6. Local Jobs will be created. FUEL will hire and train local sales and maintenance personnel. Any severely damaged unit will be replaced at no cost to Kendall County.
7. FUEL will also allocate a portion of the available advertising space to Kendall County, at no cost, for its use in promoting issues of public interest (tourism, recycling, Kendall County events, etc.)
8. Kendall County will approve all aspects of the program, from site selection to all advertising and advertising content approval.



# Revenue & Cost Analysis

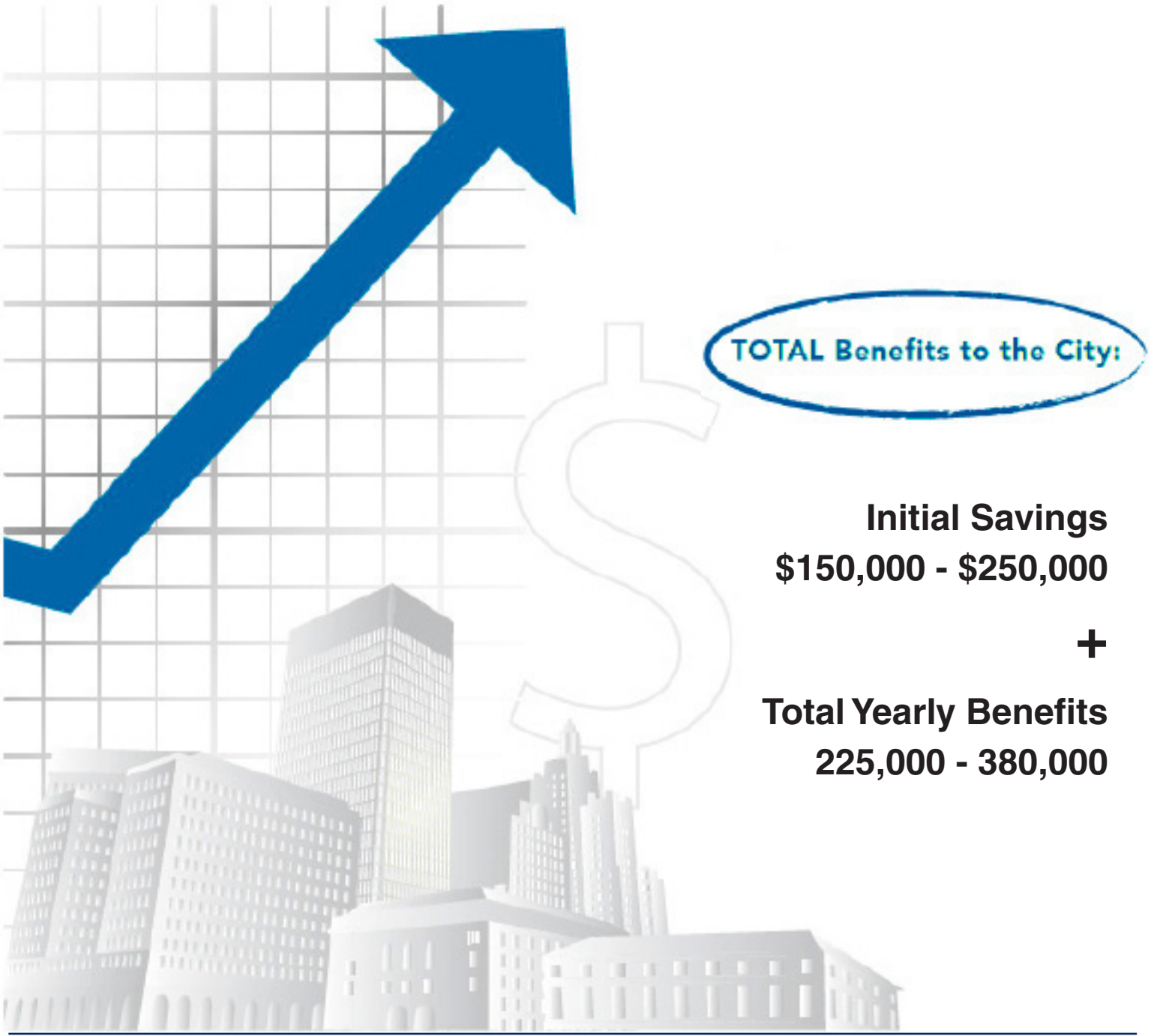


**Street Furniture Initial Investment Savings in your City** \$150,000 - 250,000  
(per 100 Units, depending on the style chosen)

**Yearly Revenue Paid to your City** \$25,000 - \$100,000  
(per 100 Units, depending on the style chosen)

**Yearly Maintenance Costs Savings in your City** \$180,000 - \$240,000  
(per 100 units, depending on services offered)

**Yearly Free City Advertising Savings** \$20,000 - \$40,000  
(based on 90% occupancy rate)



**TOTAL Benefits to the City:**

**Initial Savings**  
**\$150,000 - \$250,000**

**+**

**Total Yearly Benefits**  
**225,000 - 380,000**

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



February

2026

Submitted by: Sheriff Dwight A. Baird

**OPERATIONS DIVISION**

<b>POLICE SERVICES</b>	<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
Calls for Service	661	667	700	651
Police Reports	337	309	356	331
Total Arrests	124	100	140	136
Ordinance Citations Issued	0	2	1	0

**TRAFFIC SERVICES**

Traffic Contacts	626	521	637	899
Traffic Citations Issued	248	210	207	298
DUI Arrests	6	3	8	12

**TRAFFIC CRASH INVESTIGATIONS**

Property Damage	32	36	53	33
Personal Injury	11	10	10	9
Fatalities	0	0	0	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>43</b>	<b>46</b>	<b>63</b>	<b>42</b>

**VEHICLE USAGE**

Total Miles Driven by Sheriff's Office	63,063	54,381	58,384	63,670
Vehicle Maintenance Expenditures	\$5,934	\$6,854	\$16,332	\$7,802
Fuel Expenditures	\$14,291	\$11,883	\$12,229	\$13,241
Fuel Gallons Purchased	4,689	3,991	5,017	5,230
Squad Damage Reports	0	1	0	1

**AUXILIARY DEPUTIES**

Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	35	32	103	103
<b>TOTAL AUXILIARY HOURS</b>	<b>35</b>	<b>32</b>	<b>103</b>	<b>103</b>

**EVIDENCE/PROPERTY ROOM**

New Items into Property Room	69	86	111	182
Disposal Orders Processed	29	3	47	2
Items Disposed Of	87	4	96	40
Items Sent to Crime Lab for Processing	8	6	19	7

**INVESTIGATIONS/COPS ACTIVITIES**

Total Assigned Cases (Patrol/Invest)	24	25	30	26
Total Closed Cases (Patrol/Invest)	33	28	21	26
Total Open Cases (Patrol/Invest)	76	125	140	140
Community Policing Meetings/Presentations	34	17	22	20

**Sex Offender / Violent Offenders Against Youth Registrations**

Sex Offender Registrations	9	11	12	12
Sex Offender - Address Verifications Completed	0	0	0	0
Sex Offender - Address Verification Attempted	1	0	0	0
Total # of Sex Offenders- Jurisdiction	34	32	30	30
Total # of Sex Offenders- Entire County	88	87	86	86
Violent Offenders Against Youth Registrations	0	1	2	3
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	6	5	6	7
Total # of VOAY- Entire County	28	26	28	30

**RECORDS DIVISION****SHERIFF SALES**

Sales Scheduled	8	6	8	3
Sales Cancelled	7	5	5	1
Sales Conducted	1	1	3	2

<b>CIVIL PAPERWORK</b>	<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
Papers Filed/Received	147	273	143	207
Papers Served/Executed	129	125	110	199
<b>ORDERS OF PROTECTION</b>				
OP Received	8	14	25	24
OP Prohibiting Firearms	7	2	5	2
OP Served	1	16	19	22
<b>REPLEVINS/LEVY</b>				
Replevin/Levy Scheduled	0	0	0	0
Replevin/Levy Conducted	0	0	0	0
<b>FOIA, BODY AND DASH CAM REQUESTS</b>				
Accident Reports	21	13	16	6
Body/Dash Cam Requests Only	na	18	75	62
Report Requests Only	80	65	81	61
Request for both report and Body/Dash Cam			30	35
<b>TOTAL REQUESTS</b>	<b>101</b>	<b>96</b>	<b>202</b>	<b>164</b>
<b>SA, SUBPOENA &amp; BACKGROUND REQUESTS</b>				
Background Checks	22	15	38	37
Electronic and Recording Copy Requests	74	52	122	107
Subpoenas	2	1	4	2
<b>TOTAL REQUESTS</b>	<b>98</b>	<b>68</b>	<b>164</b>	<b>146</b>
<b>WARRANTS</b>				
Total Warrants on File	1,179	1,145	1,113	1,062
New Warrants Issued	92	87	121	53
Total Warrants Served	102	91	97	87
Warrants Quashed	19	18	21	17
<b>EVICCTIONS</b>				
Evictions Scheduled for Month	14	11	21	11
Evictions Cancelled	7	6	12	6
Evictions Conducted	7	5	9	5
<b>FEEES</b>				
Civil Process Fees	\$4,276	\$4,705	\$10,423	\$3,797
Sheriff Sales Fees	\$1,200	\$1,500	\$6,600	\$1,200
Records Fees/Fingerprinting	\$440	\$485	\$285	\$340
Bond Processing Fees	\$1,336	\$960	\$1,014	\$627
<b>TOTAL FEES COLLECTED</b>	<b>\$7,251</b>	<b>\$7,650</b>	<b>\$18,322</b>	<b>\$5,964</b>
<b><i>CORRECTIONS DIVISION</i></b>				
<b>JAIL POPULATION</b>				
New Intake Bookings	184	198	260	213
Inmates Released	175	188	219	212
Federal Inmate ADP	11	6	3	3
Kendall County Inmate ADP	57	44	50	53
Other Jurisdictions Inmate ADP	7	5	6	6
Average Daily Population	75	55	59	62
ADP of inmates housed in other Jurisdictions	7	3	6	5
<b>JAIL MEALS</b>				
Number of Meals Prepared Consolidated/Aramark	6,639	5,091	5,605	5,527
Price Per Meal	\$3.08	\$4.27	\$4.23	\$4.01

<b>INMATE TRANSPORTS</b>	<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
To and From Kendall County Courthouse	45	41	56	46
Other County Court Transports	3	0	0	3
Out of County Prisoner Pickups	17	16	24	24
To I.D.O.C	2	0	0	0
Medical/Dental Transports	4	3	3	2
Court ordered medical transports	0	1	0	0
Juvenile To and From Youth Homes/Courts	14	11	13	7
Federal Transports	3	2	0	0
To and From Kane County Jail	9	2	9	3
<b>TOTAL INMATE TRANSPORTS</b>	<b>97</b>	<b>76</b>	<b>105</b>	<b>85</b>

<b>INMATE WORK CREWS</b>				
Number of Inmates	2	0	0	0
Number of Locations	1	0	0	0
Total Hours Worked	9	0	0	0

<b>REVENUE</b>				
Amount Invoiced for Inmates Housed for Other Juris.	\$2,175	\$3,666	\$0	\$1,716
Amount Invoiced for Federal Housing	\$27,348	\$15,456	\$9,660	\$7,728
Amount Invoiced for Federal Court Transport	\$1,204	\$1,100	\$0	\$4,962
Amount Invoiced for Federal Medical Transport	\$230	\$0	\$0	\$0
<b>TOTAL INVOICED</b>	<b>\$30,957</b>	<b>\$20,222</b>	<b>\$9,660</b>	<b>\$14,406</b>

<b>MEDICAL BILLING</b>				
Medical Contractual Services	\$21,917	\$0	\$27,609	\$27,309
Prescriptions	\$2,436	\$0	\$1,139	\$654
Medical	\$85	\$627	\$0	\$210
Dental	\$0	\$101	\$0	\$0
Emergency Medical Services	\$235	\$0	\$0	\$81
Medical Supplies	\$188	\$77	\$54	\$126
<b>TOTAL MEDICAL BILLING</b>	<b>\$24,861</b>	<b>\$806</b>	<b>\$28,803</b>	<b>\$28,381</b>

<b>Housing Expense</b>				
Kane County Jail	\$0	\$0	\$13,235	\$2,262
<b>TOTAL HOUSING EXPENSE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>COURT SECURITY</b>				
Entries	9,940	11,044	12,187	9,779
Items X-rayed	4,200	5,163	5,124	3,811
Bond Call - In Person	90	73	123	98
Bond Call - Video	0	0	0	0
Kendall Prisoners	66	35	53	37
Other Prisoners	20	13	27	12
Arrests made at Courthouse	12	24	27	20
Contraband Refused	58	111	57	44

## ***ELECTRONIC HOME MONITORING***

<b>TOTAL DEFENDANTS ORDERED TO EHM</b>				
Juvenile	3	6	5	3
Adult	77	48	81	89
<b>TOTAL PARTICIPANTS</b>	<b>80</b>	<b>54</b>	<b>86</b>	<b>92</b>

<b>Orders</b>				
Presentenced	68	49	80	86
Bischof	31	21	48	44
Post Sentenced	12	5	6	6

<b>Days Defendants Served on EHM</b>	<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
Juvenile	72	114	129	84
Adult	1,996	1,331	2,252	2,119
<b>TOTAL DAYS</b>	<b>2,068</b>	<b>1,445</b>	<b>2,381</b>	<b>2,203</b>

<b>EHM VIOLATIONS</b>	<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
Juvenile	0	0	0	0
Adult	5	8	11	7
<b>TOTAL VIOLATIONS</b>	<b>5</b>	<b>8</b>	<b>11</b>	<b>7</b>

<b>COST vs. COLLECTIONS</b>	<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
Cost	\$5,439	\$3,800	\$7,017	\$6,775
Collected	\$3,663	\$3,662	\$3,484	\$13,147

## ***KCSO TRAINING***

<b>CORRECTIONS DIVISION</b>	<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
<b>NATURE OF TRAINING</b>				
Bloodborne Pathogens				0.75
Breaking the Silence: Debunking Myths about Suicide				1
Command Without Conflict				2
CopFTO Academy				1
CourtSmart				0.5
Crisis Intervention Team				40
Duty to Intervene				21
ICRMT Use of Force				42
LEADS Re-Cert				3
Lexipol DTB's				19.5
Review of Epinephrine Auto-injector Use				0.5
Review of Use of Force Laws				0.5
Roll Call Training				5.75
Security & Privacy LEADS				7.5
Stress Management for Law Enforcement				0.75
<b>TOTAL HOURS</b>	<b>237.50</b>	<b>556.00</b>	<b>62.75</b>	<b>650.00</b>

<b>OPERATIONS DIVISION</b>	<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
<b>NATURE OF TRAINING</b>				
Autism-Informed Response				3
CourtSmart				19.5
Crisis Intervention Team				80
Firearms Restraining Order Act Awareness				1
Ground Fighting Control Tactics				16
Ground Fighting Escaping Neck Restraints				32
Illinois Notary Public				3.5
Interview Strategies for the ICAC Investigator				24
Laws of Arrest, Search & Seizure				48
LEADS Re-Cert				3
Lexipol DTB's				24
NIBRS				8
PREA: Your Role Responding to Sexual Abuse				2
Roll Call Training				40
Security & Privacy LEADS				3
Universal Less Lethal Scenarios				376
<b>TOTAL HOURS</b>	<b>546.00</b>	<b>495.00</b>	<b>475.50</b>	<b>683.00</b>

<b>COURT SECURITY</b>		<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
<b>NATURE OF TRAINING</b>					
CourtSmart					3
Duty to Intervene					5
ICRMT Use of Force					10
Lexipol DTB's					4.5
<b>TOTAL HOURS</b>		<b>41.25</b>	<b>21.00</b>	<b>38.50</b>	<b>22.50</b>
<b>ADMINISTRATION DIVISION</b>		<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
<b>NATURE OF TRAINING</b>					
CourtSmart					1
First Amendment Audits					0.5
LEADS Re-Cert					1.5
<b>TOTAL HOURS</b>		<b>24.50</b>	<b>41.00</b>	<b>5.50</b>	<b>3.00</b>
<b>AUXILIARY</b>		<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
<b>NATURE OF TRAINING</b>					
Lexipol				11.75	19.5
CPR, AED, First Aid					3
OC Training					2.5
<b>TOTAL HOURS</b>		<b>13.50</b>	<b>8.00</b>	<b>21.25</b>	<b>25.00</b>
<b>PART TIMERS</b>		<b>February-24</b>	<b>February-25</b>	<b>January-26</b>	<b>February-26</b>
<b>NATURE OF TRAINING</b>					
CourtSmart					1.5
Lexipol DTB's					2.25
Universal Less Lethal Scenarios					8
<b>TOTAL HOURS</b>		<b>7.25</b>	<b>25.00</b>	<b>43.25</b>	<b>11.75</b>

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>2/1/26-2/28/26</b>	<b>2/1/25-2/28/25</b>	<b>2/1/24-2/29/24</b>
<b>Line Item</b>	<b>Fund</b>			
CLKFEE	County Clerk Fees	\$621.50	\$517.00	\$444.50
MARFEE	County Clerk Fees - Marriage License	\$390.00	\$630.00	\$660.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$5.00	\$25.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,138.00	\$1,500.00	\$1,216.00
MISINC	County Clerk Fees - Misc	\$2.00	\$59.00	\$127.25
	County Clerk Fees - Misc Total	\$3,206.50	\$2,711.00	\$2,472.75
RECFEE	County Clerk Fees - Recording	\$22,132.00	\$19,172.00	\$17,092.00
	Total County Clerk Fees	\$25,338.50	\$21,883.00	\$19,564.75
CTYREV	County Revenue	\$39,327.25	\$35,077.50	\$37,633.50
DCSTOR	Doc Storage	\$23,937.75	\$17,885.29	\$10,410.51
GISMAP	GIS Mapping	\$39,840.00	\$34,626.00	\$31,052.00
GISRCD	GIS Recording	\$6,360.00	\$6,485.25	\$2,070.75
INTRST	Interest	\$117.36	\$94.00	\$118.86
RECMIS	Recorder's Misc	\$3,247.50	\$3,078.75	\$565.50
RHSP	RHSP/Housing Surcharge	\$22,374.00	\$18,612.00	\$16,002.00
TAXCRT	Tax Certificate Fee	\$2,120.00	\$1,120.00	\$1,960.00
TAXFEE	Tax Sale Fees	\$1,030.00	\$1,350.00	\$2,110.00
PSTFEE	Postage Fees	\$1,409.23	\$1,301.40	\$1,901.73
CK # 20129	To KC Treasurer	\$165,101.59	\$141,513.19	\$123,389.60
Death Certificate Surcharge sent from Clerk's office \$1992.00 ck # 20127				
Dom Viol Fund sent from Clerk's office \$70.00 ck 20128				

# Office of Jill Ferko

Kendall County Treasurer & Collector  
111 W. Fox Street Yorkville, IL 60560

## Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
AS OF 2/28/2026

<u>REVENUES*</u>	Annual <u>Budget</u>	2026 YTD <u>Actual</u>	2026 YTD% <u>%</u>	2025 MTD <u>Actual</u>	2025 MTD <u>%</u>
Personal Property Repl. Tax	\$450,000	\$88,289	19.62%	\$114,446	12.51%
State Income Tax	\$3,710,000	\$876,292	23.62%	\$407,732	12.71%
Local Use Tax	\$450,000	\$15,029	3.34%	\$0	0.00%
State Sales Tax	\$900,000	\$155,726	17.30%	\$127,463	21.24%
County Clerk Fees	\$300,000	\$56,635	18.88%	\$40,359	11.53%
Circuit Clerk Fees	\$1,625,000	\$314,783	19.37%	\$255,899	25.59%
Fines & Foreits/St Atty.	\$375,000	\$60,972	16.26%	\$67,714	26.04%
Building and Zoning	\$100,000	\$26,283	26.28%	\$16,602	19.53%
Interest Income	\$800,000	\$438,948	54.87%	\$476,529	73.31%
Health Insurance - Empl. Ded.	\$1,594,619	\$405,505	25.43%	\$309,456	18.82%
1/4 Cent Sales Tax	\$4,158,148	\$529,729	12.74%	\$402,761	12.28%
County Real Estate Transf Tax	\$450,000	\$120,133	26.70%	\$80,956	17.99%
Federal Inmate Revenue	\$210,000	\$21,608	10.29%	\$32,936	6.54%
Sheriff Fees	\$114,139	\$23,993	21.02%	\$40,447	37.71%
<b>TOTALS</b>	<b>\$15,236,906</b>	<b>\$3,133,925</b>	<b>20.57%</b>	<b>\$2,373,300</b>	<b>17.12%</b>
<b>Public Safety Sales Tax</b>	<b>\$9,000,000</b>	<b>\$974,076</b>	<b>10.82%</b>	<b>\$729,704</b>	<b>9.12%</b>
<b>Transportation Sales Tax</b>	<b>\$9,000,000</b>	<b>\$974,076</b>	<b>10.82%</b>	<b>\$729,704</b>	<b>9.12%</b>

**All FY 2025 Accruals have been posted. These are actual figures for FY2026**

\*Includes major revenue line items excluding real estate property taxes which are to be collected later.

### EXPENDITURES

All General Fund Offices/Categories

**\$34,946,804**

**\$6,744,697**

**19.30%**

**\$5,236,440**

**211**  
**94.31%**

**Office of the Kendall County Coroner  
Jacquie Purcell**

**Monthly Report  
February 2026**

\* In February, there were 22.5 hours of community service served at the Kendall County Coroner's Office.

\* Medication Collection: 60.8 lbs.

\* SHARPS Collection: 86.9 lbs.

No Report.

Deaths Report to the M.E.		Deaths Investigations	
February 2026	40	February 2026	7
YTD	76	YTD	12

MEI Scene Investigations		Postmortem Examinations	
February 2026	6	February 2026	2
YTD	13	YTD	6

Manner of Death						
	Natural	Accident	Suicide	Homicide	Undetermined	Pending
February 2026	36	1	2	1	0	0
YTD	67	3	4	2	0	0

Cremation Permits Issued	
February 2026	29
YTD	54

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2026-0037	Natural	Neoplasm/Cancer	01-21-1956	02-01-2026	None	No
2026-0038	Natural	Nervous System	05-05-1934	02-01-2026	None	No
2026-0039	Natural	Pulmonary-COPD	08-31-1947	02-02-2026	None	No
2026-0041	Natural	Renal Disease	07-23-1963	02-03-2026	None	No
2026-0042	Natural	Nervous System	08-23-1925	02-04-2026	None	No
2026-0043	Natural	Renal Disease	03-26-1947	02-05-2026	None	No
2026-0044	Natural	Neoplasm/Cancer	06-18-1943	02-05-2026	None	No
2026-0045	Natural	Cardiac	04-22-1943	02-05-2026	None	No
2026-0046	Natural	Neoplasm/Cancer	03-10-1952	02-06-2026	None	No
2026-0047	Natural	Renal Disease	08-17-1929	02-08-2026	None	No
2026-0048	Natural	Nervous System	01-07-1945	02-08-2026	None	No
2026-0049	Natural	Pulmonary	01-29-1945	02-08-2026	None	Yes
2026-0050	Natural	Neoplasm/Cancer	01-02-1941	02-08-2026	None	No
2026-0051	Natural	Cardiac-ASCVD-IHD and Hypertension	02-09-1969	02-09-2026	None	No
2026-0052	Natural	Neoplasm/Cancer	06-18-1932	02-10-2026	None	No
2026-0053	Natural	Dementia-Alzheimers	05-31-1938	02-10-2026	None	No
2026-0054	Natural	Dementia-Alzheimers	09-19-1936	02-12-2026	None	No
2026-0055	Natural	Nervous System	04-11-1947	02-12-2026	None	No
2026-0056	Natural	Dementia-Alzheimers	11-24-1936	02-13-2026	None	No
2026-0057	Suicide	Gun-Pistol	03-20-1972	02-13-2026	None	Yes
2026-0058	Natural	Dementia-Alzheimers	11-08-1935	02-14-2026	None	No
2026-0059	Natural	Nervous System- Stroke	12-18-1947	02-15-2026	None	No
2026-0060	Homicide	Gun-Handgun	08-26-2003	02-16-2026	Full	Yes
2026-0061	Natural	Pulmonary-COPD	10-10-1935	02-17-2026	None	No
2026-0062	Natural	Neoplasm/Cancer	09-02-1978	02-11-2026	None	No
2026-0063	Natural	Nonspecific Natural	08-02-1929	02-18-2026	None	No
2026-0064	Natural	Cardiac	11-20-1958	02-19-2026	None	No
2026-0065	Natural	Cardiac	12-15-1976	02-19-2026	None	Yes
2026-0066	Natural	Neoplasm/Cancer	03-10-1965	02-20-2026	None	No
2026-0067	Natural	Asphyxia	04-16-1937	02-21-2026	None	No
2026-0068	Natural	Neoplasm/Cancer	08-01-1948	02-22-2026	None	No
2026-0069	Accident	Fire death	08-28-1950	02-23-2026	Full	Yes
2026-0070	Natural	Nonspecific Natural	09-09-1927	02-23-2026	None	No
2026-0071	Natural	Nervous System	09-03-1934	02-24-2026	None	No
2026-0072	Natural	Dementia-Alzheimers	08-16-1933	02-24-2026	None	No
2026-0073	Natural	Dementia-Alzheimers	01-21-1937	02-24-2026	None	No

<b>Case Number</b>	<b>MOD</b>	<b>COD</b>	<b>DOB</b>	<b>DOD</b>	<b>Autopsy</b>	<b>Scene</b>
2026-0074	Suicide	Asphyxia-Strangulation-Hanging	03-04-1960	02-25-2026	None	Yes
2026-0075	Natural	Cardiac-ASCVD-IHD	11-22-1939	02-25-2026	None	No
2026-0076	Natural	Neoplasm/Cancer	06-27-1969	02-26-2026	None	No
2026-0077	Natural	Cardiac-Cardiomyopathy	02-22-1949	02-26-2026	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

March 2, 2026

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 December 1, 2025 – February 28, 2026.

Sincerely,

Meghan S Martin  
 Regional Superintendent of Schools

**Office Activity**

Activity Completed	Number	Activity Completed	Number
School Bus Driver Class Trainings	14	Professional Development Workshop Attendees	1969
School Bus Drivers Trained	174	Registrations for testing at the Professional Training and Testing center	422
Fingerprints submitted at both offices(Grundy/Kendall)	518	Parapro Tests Issued	0
Phone calls taken	1077	Truancy Hearings completed between both offices (Grundy/Kendall)	7
Walk in patrons served	950	School District Compliance Visit	0
Professional Workshops Offered	112	School Building Health Life Safety Inspections and Occupancy Walk through	18

**Quarter Activity – December 25**

Date:	Activity Completed
02	<ul style="list-style-type: none"> <li>HLS Inspections (2)– Long Beach and Thomspen Jr. High</li> </ul>
03	<ul style="list-style-type: none"> <li>Meeting with Lauri Pope – Mack &amp; Assoc.</li> </ul>
04	<ul style="list-style-type: none"> <li>Supervisor Bi-Weekly Meeting – Grundy</li> <li>Truancy Hearings – Grundy (3)</li> <li>ISBE &amp; IARSS Monthly Meeting</li> <li>Ladies Who Lead and Learn (L3) Meeting – New Lenox</li> </ul>
07	<ul style="list-style-type: none"> <li>Leave for Rasing Student Achievement Conference (RSAC) - Oakbrook</li> </ul>
08	<ul style="list-style-type: none"> <li>RSAC Conference - Oakbrook</li> </ul>
09	<ul style="list-style-type: none"> <li>RSAC Conference - Oakbrook</li> <li>Grundy Co. Board Meeting</li> </ul>

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 630.553.4168

10	<ul style="list-style-type: none"> <li>Vista Learning Computer Giveaway – Grundy Co.</li> <li>Workforce Development Board Meeting</li> </ul>
11	<ul style="list-style-type: none"> <li>Kendall Retired Teachers Luncheon – Whitetail Ridge</li> <li>Vista Learning Computer Giveaway – Kendall County</li> <li>Juvenile Justice Committee Truancy Grant committee meeting</li> </ul>
12	<ul style="list-style-type: none"> <li>Toys for Tots event – Oswego Fire Dept.</li> </ul>
15	<ul style="list-style-type: none"> <li>Meeting with Aunt Martha’s</li> <li>IARSS Executive Meeting</li> </ul>
16	<ul style="list-style-type: none"> <li>Kendall County Board Meeting</li> <li>HLS Inspections (4) – Southbury, Traughber, Maintenance, Transportation</li> </ul>
17	<ul style="list-style-type: none"> <li>Grundy Special Ed Coop Board Meeting</li> <li><del>DH/EO Quarterly Meeting</del></li> </ul>
18	<ul style="list-style-type: none"> <li>Supervisor Bi-Weekly Meeting - Grundy</li> </ul>
19	<ul style="list-style-type: none"> <li>Closed office early for ROE Holiday Luncheon</li> </ul>
23	<ul style="list-style-type: none"> <li>Truancy Court - Kendall</li> </ul>

**Quarter Activity – January 2026**

<b>Date:</b>	<b>Activity Completed</b>
6	<ul style="list-style-type: none"> <li>Area 1 Meeting – South Cook ISC – Chicago Heights</li> </ul>
7	<ul style="list-style-type: none"> <li>DH/EO Quarterly Meeting – Kendall</li> </ul>
8	<ul style="list-style-type: none"> <li>Truancy Hearings (3) – Kendall</li> <li>Complete Gretchen Rubin Guest Introduction on GPS Parent Series- Zoom</li> </ul>
12	<ul style="list-style-type: none"> <li>Leave for IARSS Springfield</li> </ul>
13	<ul style="list-style-type: none"> <li>IARSS Springfield</li> </ul>
14	<ul style="list-style-type: none"> <li>IARSS Springfield and return</li> </ul>
15	<ul style="list-style-type: none"> <li>Supervisor Bi-weekly meeting</li> <li>ISBE Meeting – Zoom</li> <li>Conference call with ISBE</li> </ul>

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16	<ul style="list-style-type: none"> <li>• Dept. of Homeland Security Meeting - Grundy</li> </ul>
20	<ul style="list-style-type: none"> <li>• Kendall Co Board Meeting</li> <li>• HLS Inspections (3) – Hunt Club, Eastview, DAC- Oswego</li> <li>• PAASSS movie screening – No Small Matter</li> </ul>
21	<ul style="list-style-type: none"> <li>• Grundy Special Ed Coop Board Meeting</li> <li>• Grundy/Kendall School Safety Team Meeting - Zoom</li> </ul>
26	<ul style="list-style-type: none"> <li>• Meeting with Morris SRO</li> </ul>
27	<ul style="list-style-type: none"> <li>• HLS Inspections(1) – Oswego East HS</li> <li>• Juvenile Justice Committee Exec. Meeting</li> <li>• Juvenile Justice Committee Meeting</li> </ul>
29	<ul style="list-style-type: none"> <li>• Community Health Summit Breakfast – Kendall Co. Health Dept.</li> </ul>
30	<ul style="list-style-type: none"> <li>• Yorkville Chamber Event</li> </ul>

**Quarter Activity – February 2026**

<b>Date:</b>	<b>Activity Completed</b>
3	<ul style="list-style-type: none"> <li>• HLS Inspection (2) – Boulder Hill &amp; Old Post (Oswego)</li> <li>• IARSS Meeting - Zoom</li> </ul>
4	<ul style="list-style-type: none"> <li>• Review Permits</li> </ul>
5	<ul style="list-style-type: none"> <li>• STIC Current Intelligence Brief</li> <li>• ISBE &amp; IARSS Monthly Meeting</li> <li>• EDU/Personnel Committee Meeting</li> </ul>
6	<ul style="list-style-type: none"> <li>• IASA Three Rivers Mtg. -Shorewood</li> <li>• Ribbon Cutting – Yorkville Chamber – Reds Sports Training Facility</li> </ul>
10	<ul style="list-style-type: none"> <li>• State of the County (Kendall) &amp; Ribbon Cutting</li> <li>• Area 1 Meeting - Virtual</li> </ul>
11	<ul style="list-style-type: none"> <li>• Quarterly Meeting with Superintendents – Coal City Admin Center</li> </ul>
12	<ul style="list-style-type: none"> <li>• Meeting with Oswego Admin - Virtual</li> </ul>
17	<ul style="list-style-type: none"> <li>• Board Meeting – Kendall Co</li> <li>• Business Women Connect Meeting – Yorkville</li> </ul>

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18	<ul style="list-style-type: none"> <li>• Grundy Special Education Coop Meeting</li> <li>• Truancy Hearing (1) - Kendall</li> <li>• Area 1 McKinney Vento Meeting</li> <li>• Grundy County Health and Safety Meeting</li> </ul>
19	<ul style="list-style-type: none"> <li>• Kendall County CASA Indoor Outing</li> </ul>
23	<ul style="list-style-type: none"> <li>• Reunification Meeting – Morris Superintendents</li> </ul>
24	<ul style="list-style-type: none"> <li>• HLS Inspections (2) – Grande Park and Murphy Jr. High</li> </ul>
25	<ul style="list-style-type: none"> <li>• Legislative Committee Meeting</li> <li>• Juvenile Justice Committee Scholarship Meeting</li> </ul>
26	<ul style="list-style-type: none"> <li>• Supervisor Bi-Weekly Meeting – Grundy</li> <li>• PAASSS Quarterly Meeting</li> </ul>
27	<ul style="list-style-type: none"> <li>• Yorkville Chamber Event – ROE featured speakers</li> <li>• HLS Inspections (4) – Gardner Grade, GSW High School, South Wilmington Grade, Braceville</li> <li>• Strategic Planning at Nettle Creek</li> </ul>



Sign up for the ROE 24 Monthly Newsletter: Building Blocks -

Check out our website, [www.roe24.org](http://www.roe24.org) .

# Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Rob DeLong, Deputy Director

## Emergency Management Report

February 2026

### ○ KCEMA Operations

- Our EMA intern will be working with us through March. Ashley has been visiting our neighbor EMAs collecting data on their operations and how they are different from us in Kendall. Ashley has also been completing FEMA self-study courses and our own in house training.
- Our P-25/Encryption project is complete for our UHF radios.
- The Oswego school district #308 full-scale exercise is schedule for next year. We'd utilize the FEMA HSEEP method to build the event.
- We've received our IEMA "EMPG" grant funding. The total is ~\$31,600.
- EMA volunteers were offered online pipeline safety classes by TC Energy.

### ○ Nuclear

- March 16<sup>th</sup>, at the monthly KCEMA meeting, the State REP team will present training on "Nuclear Ingestion Pathway", a study of how to humans and animals avoid ingesting nuclear contaminates in the environment.
- The REP drill schedule has been published. Our drill for Dresden will be in Sept of 2027 and 2029.

### ○ UCP

- We'll install the new awning as soon as the bus is back in the county. The new one is on hand.
- The UCP is current at Interstate Power in Carol Stream as part of a State funded maintenance program. Our UCP is 1 of 16 around the State. We've taken good care of it so not much was found that needed repair. We're waiting for the estimate to be approved and the work done before we can get it back here.
- The 2026 budget for the UCP was approved.

- **Amateur Radio**
  - The amateur radio class for 2026 is in week 6. There are 6 students as of this writing.
- **Amateur Radio Emergency Services (ARES)**
  - The next meeting of ARES for All District Emergency Coordinators is in March. The group is planning an EOC communications exercise.
- **Search & Rescue**
  - The new SAR training schedule will in next month's report.
- **CERT**
  - We're planning on a CERT class for Oswego in the summer along with the Sheriff's Youth Academy students.
- **Meetings/Training/Volunteers/Details**
  - KCEMA Leadership Meetings
  - Monthly Starcom/IPAWS Monthly Testing
  - Monthly nuclear NARS alert testing
  - The next KCEMA monthly meeting is March 16th.
  - Kendall County Association of Chiefs.

To: Law, Justice and Legislation Committee Board Members  
 Kendall County Board  
 Kendall County, Illinois

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov  
 dgillette@kendallcountyil.gov

**MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER**

**AS OF MARCH 2026**

	<b><u>J. MAJER</u></b>	<b><u>C. WHEATON</u></b>	<b><u>K. GUSTAFSON</u></b>	<b><u>R.LANCILOTI</u></b>	<b><u>C.WITHERUP</u></b>	<b><u>S. HOLLMEYER</u></b>	<b><u>M. WHITE</u></b>	<b><u>New Files</u></b>	<b><u>TOTAL</u></b>
<b>Criminal Felony:</b>	<b>124</b>	<b>157</b>	<b>218</b>	<b>32</b>		<b>46</b>		<b>98</b>	
Class M-	13	2							
Class X-	7	23							
Class 1-	7	4	8						
Class 2-	24	29	43			1			
Class 3-	30	36	60	11		25			
Class 4-	46	60	102	21		18			
<b>MX/SVP/Post C.:</b>	<b>1</b>	<b>3</b>	<b>5</b>		<b>3</b>	<b>2</b>		<b>1</b>	
<b>Criminal CM:</b>	<b>28</b>	<b>18</b>	<b>67</b>	<b>45</b>	<b>142</b>	<b>58</b>	<b>22</b>	<b>47</b>	
<b>Criminal DUI/DT:</b>	<b>9</b>	<b>3</b>	<b>5</b>	<b>8</b>	<b>20</b>	<b>15</b>	<b>10</b>	<b>12</b>	
<b>Criminal DV:</b>	<b>17</b>	<b>8</b>	<b>5</b>	<b>13</b>	<b>9</b>	<b>43</b>	<b>19</b>	<b>19</b>	
<b>Traffic Offenses (TR):</b>	<b>8</b>	<b>16</b>	<b>54</b>	<b>66</b>	<b>7</b>	<b>68</b>	<b>74</b>	<b>17</b>	
<b>Traffic Offenses (MT):</b>	<b>13</b>	<b>11</b>	<b>15</b>	<b>94</b>	<b>120</b>	<b>130</b>	<b>63</b>	<b>111</b>	
<b>Juvenile JA/Truancy JV:</b>			<b>6</b>	<b>73</b>	<b>61</b>	<b>96</b>	<b>80</b>	<b>7</b>	

J. MAJER C. WHEATON K. GUSTAFSON R.LANCILOTI C.WITHERUP S. HOLLMEYER M. WHITE New Files TOTAL

<b>Juvenile JD:</b>				<b>2</b>	<b>34</b>	<b>64</b>	<b>2</b>	<b>5</b>	
Class X-					2	5			
Class 1-						2			
Class 2-				1	2	9			
Class 3-					2	15	1		
Class 4-				1	7	6			
CM-					21	27	1		
<b>Criminal Contempt:</b>									
<b>Civil Law/Other:</b>									
<b>Conditions Call Only:</b>									<b>20</b>
Total Open/MAR-26:	<b>203</b>	<b>213</b>	<b>370</b>	<b>331</b>	<b>396</b>	<b>520</b>	<b>270</b>		<b>2,303</b>
Total Open/FEB-26:	<b>209</b>	<b>224</b>	<b>404</b>	<b>321</b>	<b>218</b>	<b>610</b>	<b>185</b>		<b>2,168</b>
Total Closed/FEB-26:	<b>51</b>	<b>16</b>	<b>32</b>	<b>41</b>	<b>23</b>	<b>42</b>	<b>23</b>		<b>228</b>
Total New Files-FEB-26:	<b>64</b>	<b>29</b>	<b>39</b>	<b>36</b>	<b>45</b>	<b>59</b>	<b>46</b>		<b>317</b>