



COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION
Kendall County Office Building, 111 W. Fox Street
County Board Rm 209 & 210, Yorkville, IL 60560

Tuesday, June 25, 2024 at 5:30 p.m.

MEETING AGENDA

1. Call to Order
2. Roll Call: Elizabeth Flowers (Chairman), Seth Wormley, Scott Gengler, Brooke Shanley, Dan Koukol
3. ***MOTION (VV)** Approval of Agenda
4. ***MOTION (VV)** Approval of Minutes from May 15, 2024 Committee Meeting
5. Committee Reports and Updates
 - A. Animal Control Department Update – Director Taylor Cosgrove (Pg. 5)
 - B. Emergency Management Agency Update – Director Roger Bonuchi (Pg. 14)
 - C. Revolving Loan Status Update (Pg. 15)
 - D. Economic Development Update – ED Coordinator Todd Volker (Pg. 16)
 - E. KAT Update (Pg. 18)
6. New Committee Business
 - A. ***MOTION (Forward to County Board):** Approval of Kendall Area Transit Vehicle Lease (Pg. 24)
 - B. ***MOTION (Forward to County Board):** Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP) (Pg. 31)
 - C. ***MOTION (Forward to County Board):** Approval of Agreement between Voluntary Action Center and County of Kendall (Pg. 41)
 - D. ***MOTION (Forward to County Board):** Approval of Animal Control Fee Ordinance Review (Pg. 53)
 - E. Discussion of Economic Development Priorities (Pg. 56)
 - F. Discussion of Revolving Loan Fund Program (Pg. 57)
7. Old Committee Business
8. Chairman's Report
9. Public Comment
10. Executive Session
11. Items for Committee of the Whole
12. Action Items for County Board
13. Adjournment

If special accommodations 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

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Wednesday, May 15, 2024 at 5:30 p.m.

Call to Order: The meeting was called to order by Chairman Elizabeth Flowers at 5:30 p.m.

Roll Call

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

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

Staff Present: Christina Burns, Latreese Caldwell, Taylor Cosgrove, Brianna Falk, Roger Bonuchi, Todd Volker, Matt Asselmeier, Dr. Schlapp

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

Approval of Minutes – Member Shanley made a motion to approve the March 20, 2024 Committee Meeting minutes, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

Committee Reports and Updates

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove directed the committee to page 5 of the packet for the monthly reports on bites, average length of stay, and financial reports. She reported that revenue from fines/ fees increased but rabies tags revenues are down. She will follow-up with those clinics that are given certificates and not following up on purchasing the tags. No significant dangerous dogs or bites of note during this period. Owner surrounds have increased. She reported that they had successful adoption events at Coldwell Banker and Blooming Succulents Studio in Oswego. Animal Control would like to continue these events as they help build community engagement. Dr. Schlapp thanked Ms. Cosgrove and Ms. Falk for their great work at Animal Control and Christina Burns for her support. Dr. Schlapp added that bringing about the ability to confine/quarantine for rabies observation was a very good move for the County.

- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi gave an update to the committee and directed them to page 20 of the packet. He reported that in April they recognized the KCEMA volunteers during National Volunteer Week. LEPC committee meeting was held, LEPC is the chemical tracking that is done by the County. Chair Rob DeLong informed EMA that they had 100% reporting. Two new volunteers were sworn in recently this past month.

- C. **Revolving Loan Status Update** - Deputy Administrator Latreese Caldwell directed the committee to page 22 of the packet for the Economic Development Commission loan status ending March 30, 2024. Law Office and Camp Muddy Paws are current with payments, but Lucky Beef n dogs did miss the last payment.
- D. **Economic Development Update**- Economic Development Coordinator Todd Volker briefed the committee on last month's Economic Development updates (see page 23 of packet). Mr. Volker stated he is focusing on business retention and expansion (BRE) in the County, most small business owners are happy with County services but have concerns over workforce and business succession. He is trying to figure out how the County can help with these concerns. One idea is to hold business succession workshops and farm succession workshops in the future. He included in the packet (pg. 27-28) Kendall County economic statistic roundup in the packet for review; which include population, income, overall business view and workforce information.
- E. **KAT Update** - Deputy Administrator Latreese Caldwell gave a brief update on a new financial report that Kendall County Area Transit is sending to Administration (pg. 29). The report includes ridership numbers, revenue, expenditures, rider turn-away numbers, and vehicle maintenance. Chair Flowers asked if KAT is turning away riders based on rider having disabilities and not having the right equipment in the vehicles. County Administrator Christina Burns said that this would be a question that should go directly to KAT personnel. The committee discussed the new KAT building and the delay in funding from IDOT.

New Committee Business

A.*MOTION (Forward to County Board): Approval of Agreement with Kendall Township for Social Services with County of Kendall

Deputy Administrator Latreese Caldwell explained that this is a contract between Kendall Township for KAT to begin to provide ridership in the township. This will expand the service area in the County and increase municipal money for the KAT program. The Kendall Township Contract for Social Services with the County of Kendall, Illinois can be found starting on page 42 of the packet.

Member Shanley made a motion for Approval of the Agreement with Kendall Township for Social Services with County of Kendall to be forwarded to County Board meeting, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

B.*MOTION (Forward to County Board): Approval of Technical Services Agreement between the Regional Transportation Authority and County of Kendall

Deputy Administrator Latreese Caldwell explained that this is a grant that was applied for through Regional Transportation Authority (RTA). The funds from this grant will be used for the Mobility Management position to promote, enhance, and facilitate access to Kendall Area transportation services. The grant will pay \$37,500 for this position. The agreement can be found starting on page 46 of the packet.

Member Shanley made a motion for Approval of Technical Services Agreement between the Regional Transportation Authority and County of Kendall to be forwarded to County Board meeting, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

C.*MOTION (Forward to County Board): Approval of 2025 Kendall County Holiday Calendar

The calendar was sent to the Administration Office by the Judicial Branch and can be found on page 132.

Member Shanley made a motion for Approval of 2025 Kendall County Holiday Calendar to be forwarded to County Board meeting, second by Member Koukol. **With three members voting aye, the motion was carried by a vote of 3 - 0.**

D.*DISCUSSION: Animal Control fees

County Administrator Christina Burns briefed the committee that she has had discussions with the Director of Animal Control on financial sustainability. Animal Control operates as an enterprise fund, they are fully self-sustaining and are endeavoring to keep it this way. Director of Animal Control Taylor Cosgrove has begun researching the fees and the last time the fees were looked at was 2021. The goal is to have this discussion with the committee, get input and then AC will come back with an ordinance for review with the goal to forward to County Board. Ms. Cosgrove explained that they would like to raise adoption fees and rabies tag fees. For 2023 the fee increase would have resulted in additional revenue of \$58,765 to support Animal Control operations. She presented to the committee a spreadsheet with fees from collar counties to Kendall County and similar population. The proposed increase in fees is as follows:

Adoption fees:

Dog Adoption fees: \$150 (currently \$120)

Puppy Adoption fees: \$175 (currently \$135)

Cat Adoption fees: \$100 (currently \$70)

Kitten Adoption fees: \$125 (currently \$85)

Tags:

1 year altered: \$14 (currently \$12)

1 year unaltered: \$31 (currently \$27)

3 year altered: \$35 (currently \$30)

3 year unaltered: \$75 (currently \$65)

The committee agreed that fees do need to be raised, and the increased fees would be in line or below other counties. Member Shanley suggested making the fees more uniform example is the altered fee of \$14 to \$15. Ms. Cosgrove explained that she does not want to charge late fees or senior tag fees but is open to suggestions from the committee. Dr. Schlapp was in agreement in the raising of fees and will hopefully lead to responsible ownership. Staff will send information to the State's Attorney for drafting an ordinance with these changes in fee schedule.

Old Committee Business – Member Koukol brought to the committee a question regarding compensation for cell phone use and what committee would he bring this item to? He is asking that the County Administrator look into this, he isn't asking for a county cell phone but some money/stipend towards this expense. Ms. Burns said that this will most likely go through the Finance & Budget Meeting, and she will look into this and give an update when she has more information.

Chairman's Report – Chairman Flowers is asking the committee to change the date of the next Economic Development & Administration committee meeting as the next meeting falls on a County holiday June 19, 2024. After discussion the committee reached a consensus to change the date to Tuesday, June 25, 2024 at 5:30 p.m.

Public Comment – None

Executive Session – None

Items for the Committee of the Whole Meeting – None

Action Items for County Board -

- Approval of Agreement with Kendall Township for Social Services with County of Kendall
- Approval of Technical Services Agreement between the Regional Transportation Authority and County of Kendall
- Approval of 2025 Kendall County Holiday Calendar

Adjournment – Member Shanley made a motion to adjourn, second by Member Koukol.

With three (3) members present in agreement; the meeting was adjourned at 6:20 p.m.

Respectfully submitted,
Sally A. Seeger
Administrative Assistant

Kendall County Animal Control

802 John Street
Yorkville IL 60560



Bites between 5/1/2024 and 5/31/2024

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	<u>Vaccinated</u>	<u>Altered</u>	<u>Victim/Owner</u>	<u>Multiple Bites</u>	<u>bite severity</u>	<u> euthanized</u>
05/01/2024	UNKNOWN	A046569	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	2	No
05/02/2024	UNKNOWN	A046572	MIXED	UTD	UNALTERED	VICTIM	UNK	3	No
05/05/2024	DIXIE	A046574	GERM SHEPHERD	NOT UTD	UNALTERED	VICTIM	NO	3	No
05/05/2024	RIP 1007	A045835	CAVALIER SPAN	UTD	UNALTERED	VICTIM	NO	2	No
05/06/2024	UNKNOWN	A045869	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	1	No
05/08/2024	POCKY	A046196	MIXED	NOT UTD	UNALTERED	OWNER	NO	2	No
05/09/2024	MAC	A045699	SHIH TZU / POODLE TOY	UTD	UNALTERED	OWNER	NO	2	No
05/09/2024	COOPER	A034038	GERM SHEPHERD / MIX	UTD	ALTERED	VICTIM	NO	3	No
05/11/2024	TANK	A046570	SIBERIAN HUSKY	UTD	ALTERED	OWNER	NO	2.5	No
05/17/2024	TORRI	A045606	GERM SHEPHERD / MIX	UTD	ALTERED	VICTIM	NO	2	No
05/18/2024	LOKI	A046205	POODLE MIN / GOLDEN RETR	NOT UTD	ALTERED	OWNER	NO	2	No
05/19/2024	UNKNOWN	A046167	DOMESTIC SH	NOT UTD	UNALTERED	VICTIM	UNK	1	No
05/19/2024	LOUIS	A045340	GOLDEN RETR / POODLE STND	UTD	ALTERED	VICTIM	NO	1	No
05/19/2024	TATER TOT	A023544	GERM SHEPHERD / MIX	UTD	ALTERED	OWNER	NO	2	No
05/21/2024	WILDLIFE RACCOON	A046204	RACCOON	NOT UTD	UNALTERED	VICTIM	UNK	2	No
05/22/2024	ROCKY	A046207	MIXED	NOT UTD	UNALTERED	VICTIM	NO	1	No
05/23/2024	MILKY WAY	A044370	LABRADOR RETR / MIX	UTD	ALTERED	VICTIM	NO	2	No
05/26/2024	UNKNOWN	A046571	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	2.5	No
05/27/2024	BACA	A046274	AMER BULLDOG	NOT UTD	UNALTERED	VICTIM	NO	3	No
05/30/2024	UNKNOWN	A046410	CHIHUAHUA SH	NOT UTD	UNALTERED	VICTIM	NO	2	No

Breed	Total
Total	20
CAT	1
DOMESTIC SH	1
DOG	18
AMER BULLDOG	1
CAVALIER SPAN	1
CHIHUAHUA SH	1
GERM SHEPHERD	1
GERM SHEPHERD / MIX	3
GOLDEN RETR / POODLE STND	1
LABRADOR RETR / MIX	1
MIXED	6
POODLE MIN / GOLDEN RETR	1
SHIH TZU / POODLE TOY	1
SIBERIAN HUSKY	1
OTHER	1
RACCOON	1

Average Length Of Stay

5/1/2024 - 5/31/2024

Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc.

*Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. *Fosters not factored into totals.*

Formula: (total amount) / (total average)

CAT	# Animals	Avg Days
ADOPTION	5	17.80
FOSTER*	13	
NON LR	3	12.00
RTO	3	1.67
TRANSFER	17	12.47
FOSTER		0.00
Total :	41	11.21

DOG	# Animals	Avg Days
ADOPTION	6	18.00
FOSTER*	3	
NON LR	4	19.75
RTO	22	3.00
TRANSFER	11	14.09
FOSTER		0.00
Total :	46	8.49



Kennel Comparisons Statistics

"Intake Comparisons"

5/1/23 to 5/31/23

5/1/24 to 5/31/24

Dogs				
Strays	10	32	↑	220.0 %
Owner Surrenders	15	14	↓	6.7 %
CONFISCATE	3	1	↓	66.7 %
Total Dogs Received:	28	47	↑	67.9 %
Cats				
Strays	27	34	↑	25.9 %
Owner Surrenders	9	8	↓	11.1 %
CONFISCATE	1	0	↓	100.0 %
Total Cats Received:	37	42	↑	13.5 %
Total Intakes:	65	89	↑	36.9 %

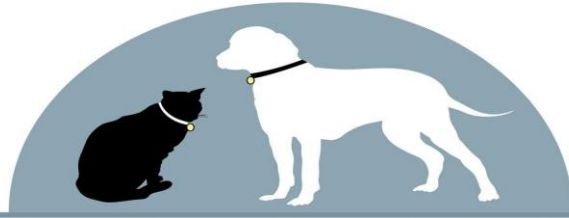
"Outcome Comparisons"

5/1/23 to 5/31/23

5/1/24 to 5/31/24

Dogs				
Adoption	16	8	↓	50.0 %
Euthanasia	4	3	↓	25.0 %
Return to Owner	10	22	↑	120.0 %
DIED	1	0	↓	100.0 %
DISPOSAL	0	1	↑	100.0 %
TRANSFER	3	6	↑	100.0 %
Total Dogs Dispositioned:	34	40	↑	17.65
Cats				
Adoption	16	5	↓	68.8 %
Euthanasia	1	4	↑	300.0 %
Return to Owner	1	4	↑	300.0 %
DIED	0	1	↑	100.0 %
TRANSFER	8	15	↑	87.5 %
Total Cats Dispositioned:	26	29	↑	11.54
Total Outcomes:	60	69	↑	15.0 %

Animals in the Shelter on 6/24/2024	CAT	DOG	Total
	31	29	60



KENDALL COUNTY
ANIMAL CONTROL

Financial Statements FY24
May 2024

KENDALL COUNTY ANIMAL CONTROL FUND #1301
Statement of Revenues And Expenditures
5/31/2024

	CURRENT YEAR				PRIOR YEAR	VARIANCE
	FY24 Budget	May Actual	FY24 YTD	YTD Percent of Budget	FY23 YTD	FY24 YTD v. FY23 YTD
REVENUE						
Fines & Fees	\$ 27,000	6,510	35,138	130%	23,110	\$ 12,028
Miscellaneous	100	175	425	425%	12	413
Donations	5,000	-	29,010	580%	2,968	26,042
Rabies Tags Sold	300,000	23,351	132,366	16%	134,410	(86,314)
Intact Registration Fee	13,000	1,690	8,465	65%	5,410	3,055
Total Revenue	\$ 345,100	\$ 31,726	\$ 205,404	60%	\$ 165,910	\$ (44,776)
EXPENDITURE						
Salaries - Other	122,204	8,054	48,096	39%	38,258	9,839
Salaries - Administration	6,500	1,154	4,431	68%	3,050	1,381
Sal Animal Control Warden	63,036	4,849	29,336	47%	26,538	2,798
Sal Asst Animal Ctrl Warden	42,432	3,520	21,296	50%	21,472	(176)
Salaries - Overtime	510	-	-		132	(132)
Office Supplies	1,500	145	502	33%	1,027	(524)
Postage	1,600	49	497	31%	1,090	(593)
Training	2,000	100	798	40%	125	673
Cellular Phones	1,200	85	507	42%	507	0
Contractual Services	6,000	-	5,760	96%	363	5,398
Equipment	4,000	857	2,548	64%	1,018	1,530
Vehicle Maintenance / Repairs	1,600	-	-		1,480	(1,480)
Gasoline / Fuel / Oil	1,000	-	-		480	(480)
Uniforms / Clothing	750	-	-		-	-
Refunds	500	-	-		-	-
Observation / Disposal	500	-	-		-	-
Microchips	1,850	-	955	52%	1,052	(97)
Volunteers / Public Relations	1,000	-	75	8%	-	75
Rabies Tags	2,500	-	2,422	97%	2,377	45
Transportation Board and Care	7,794	234	4,255	55%	1,602	2,653
Total Operating Expenditure	\$ 268,476	\$ 19,046	\$ 121,478	45%	\$ 100,570	\$ 20,909
TRANSFERS OUT						
Transf. to General Fund	10,000	-	4,866	49%	5,970	(1,104)
Transf. to IMRF Fund	13,160	956	6,184	47%	5,351	833
Transf. to SSI Fund	17,954	1,345	8,471	47%	7,072	1,400
Transf to Animal Cntr Cap Imp	15,000	-	-		-	-
Trns. to Health Care Fund	23,785	1,775	7,101	30%	-	-
Total Transfers Out	\$ 79,899	\$ 4,076	\$ 26,621	33%	18,392	\$ 1,128
Total Expenditure & Transfers Out	\$ 348,375	\$ 23,122	\$ 148,100	43%	118,962	\$ 22,037
Total Revenue Over/(Under) Expenditure	\$ (3,275)	\$ 8,604	\$ 57,304	-1750%	\$ 46,948	\$ 10,356

**KENDALL COUNTY ANIMAL CONTROL FUND #1301
FUND (CASH) BALANCE
FY 2024**

MONTH	FY24 Monthly REVENUE OVER/(UNDER) EXPENSES	FY24 FUND (CASH) BALANCE	FY23 Monthly REVENUE OVER/(UNDER) EXPENSES	FY23 FUND (CASH) BALANCE
Beginning Fund (Cash) Balance		\$ 203,399		\$ 159,329
December-23	\$ (3,135)	200,264	\$ 4,543	163,872
January-24	56,230	256,493	15,569	179,440
February-24	(9,950)	246,543	22,472	201,913
March-24	(3,377)	243,167	5,701	207,614
April-24	8,932	252,098	(10,885)	196,728
May-24	8,604	260,702	9,548	206,277
June-24			14,436	220,713
July-24			6,294	227,007
August-24			11,574	238,581
September-24			1,487	240,068
October-24			(8,149)	231,918
November-24			(27,885)	204,033
Year End Adjustment			(634)	203,399
Fund (Cash)	\$ 57,304		\$ 44,070	
YTD Fund Balance		\$ 260,702		\$ 203,399

KENDALL COUNTY ANIMAL CONTROL
Statement of Revenues And Expenditures
5/31/2024

Animal Medical Care Fund #1302

	FY24 Budget	May Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 16,300	\$ 18,140			FY13 \$250 FY14 21,935 FY15 33,497
Revenue					FY16 32,810 FY17 32,325 FY18 26,165 FY19 20,132
Donations & Receipts	10	924	8,374	83737.1%	FY20 18,939
Total Revenue	10	924	8,374	83737.1%	FY21 18,050 FY22 16,300 FY23 18,140
Expenditure					
Animal Medical Care Expenses	3,000	480	2,692	89.7%	
Heartworm Testing	500	-	518	103.5%	
FeLuk/FIV Testing	1,500	-	1,147	76.5%	
Total Expenditure	5,000	480	4,357	87.2%	
Ending Balance	\$ 11,310	\$ 22,156	\$ 4,016		

County Animal Population Control Fund #1309

	FY24 Budget	May Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 114,739	\$ 94,959			FY11 \$ 46,246 FY12 60,939 FY13 64,358
Revenue					FY14 71,549 FY15 83,094 FY16 97,935 FY17 106,508
Fees	12,000	2,960	11,815	98.5%	FY18 108,859
Total Revenue	12,000	2,960	11,815	98.5%	FY19 117,265 FY20 115,665 FY21 114,716 FY22 114,739 FY23 94,959
Expenditure					
Spay/Neuter Fees - Targeted Dogs/Cats	10,000	-	1,911	19.1%	
Spay/Neuter Fees - Adopted Dogs/Cats	15,000	1,549	13,592	90.6%	
Total Expenditure	25,000	1,549	15,503	62.0%	
Ending Balance	\$ 101,739	\$ 94,232	\$ (3,688)		

Animal Control Capital Fund #1400

	FY24 Budget	May Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 42,131	\$ 60,931			FY11 \$ 87,769 FY12 41,062 FY13 46,762
Expenditure					FY14 51,661 FY15 69,276 FY16 125,571 FY17 134,712 FY18 142,293
Expense - Building Improvements	10,000				FY19 113,553
Capital Expenditure	15,000	-	8,229	54.9%	FY20 3,551 FY21 23,607 FY22 42,131 FY23 60,931
Total Expenditure	25,000	-	8,229	32.9%	
Transfers In					
Transfers In - from Animal Control Fund	15,000	-	-	0.0%	
Total Transfers In	15,000	-	-		
Ending Balance	\$ 32,131	\$ 52,702	\$ (8,229)		

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

Emergency Management Report

MAY 2024

○ **KCEMA Operations**

- Updated 2024 Emergency Response Guide (ERG) have arrived and handed out to local agencies to replace the 2020 version.
- Hosted IEMA Region 3 Meeting at the Health Department, about 50 attendees from around region 3
- Launched IAmResponding Software for online management of the KCEMA volunteer program. Training continues for IAR.

○ **Storm Damage Assessment**

- The GIS department created and published a storm damage assessment web page on our behalf. We picked up the idea from Will County. This make collecting this type of information after a flood or thunderstorm much easier with far less manual intervention. Thank you to GIS and Tray Page for the final touches.

○ **Crisis Communication Presentation**

- Tracy Page attended the Crisis Communication Presentation hosted by the Village of Montgomery and Montgomery PD. Presenter was Chris Covelli with Lake County Sheriff's Office and lead PIO for Highland Park major incident

○ **Kane County Emergency Management Coordinators Council**

- Roger attended this Kane County EMA function that was targeting “whole community” emergency prep and education.

○ **Up Coming CERT Classes**

- Coming in June and July KCEMA will host CERT training for the Sheriff's Youth Academy and Oswego. The Oswego classes will be for adults and delivered at the Oswego PD EOC. The Sheriff's Youth Academy will be hosted in the KCEMA EOC along with a storm spotter class.

○ **SD308 Annual Crisis Safety Meeting 2024**

- Again this year KCEMA participated in the Oswego School District Crisis and safety session. Beyond a status update from Oswego staff, two mini exercise were done.

○ **Festival Season**

- The UCP and in some cases, KCEMA volunteers, will be at various summer festivals in the coming months. More to come on that.

○ **Meetings/Training/Volunteers/Details**

- 05/20/24 – EMA Volunteer business meeting/training
- 05/22/24 – All Department Meeting
- 05/31/24 – SHARES Working Group Meeting
- 05/6/24 - UCP Team Leader Meeting – Tim Strueber

Kendall County Economic Development Commission
Loan Status
4/30/2024

Account Name	Last Pymt	A Monthly Payment		Interest Rate	B Total Paid		D Principal Balance	E Bank Totals	
	Loan Date	Principal	Interest		Principal	Interest		Interest Earned	Bank Balance includes I earned
Surplus - EDC BB #815-535								445,783.96	932,997.69
<u>Law Office Corporation</u> Payment: #98/242	4/1/2024	104.34			483.69	95.36			
Loan Status: Midland State Bank	3/11/2015	450.56 120,000.00 120,450.56	1.50%	39,029.82	11,988.22	81,420.74	128.50	51,146.54	
<u>Lucky's Beef N Dogs</u> Payment: #53/176	4/15/2024	225.00			166.16	58.84			
Loan Status: BB 286	5/23/2017	32,086.20	2.90%	8,461.82	3,538.18	23,624.38		13,891.96	
<u>Grace Holistic Center for Education</u> Payment: #32/84	10/31/2023	1,332.63			1,154.66	177.97			
Loan Status: Midland State Bank	5/1/2021	100,000.00	3.25%	35,443.23	7,200.93	64,556.77	71.56	42,715.72	
<u>Camp Mutty Paws</u> Payment: #23/84	3/20/2024	727.10			731.60	118.40			
Loan Status: Midland State Bank	5/1/2022	54,100.00	3.50%	14,236.51	3,181.59	39,863.49	19.30	17,437.40	
Minooka Water Project	2/7/2023		1.00%						750,000.00
Total Loan Statuses		306,636.76			97,171.38	25,908.92	209,465.38	445,912.46	1,808,189.31

Total Assets (D +E) 2,017,654.69

Kendall County Environment Scan Executive Summary

Kendall County has experienced substantial growth and will continue to do so relative to its neighbors and the rest of Illinois. Its current population is 139,976 and the county is projected to grow at a rate of 9.5% over the next five years.

County GDP is \$4,418,164,000. Per capita GDP is \$33,279 compared to an average per capita GDP of \$64,502 in surrounding counties. This disparity reflects the residential character of Kendall County, its somewhat younger composition, and its fast growth.

Agriculture accounts for 14.8% of the county's total GDP. The number of farms and the amount of acreage planted have slightly increased in recent years.

Kendall County has a slightly younger, slightly more affluent population than surrounding counties, although the county has higher housing costs, higher taxes and a somewhat higher cost of living than many of its peers. The education level is high.

Kendall County has strengths in chemical production, food production and machinery production. The County's largest employers include Wal-Mart, Mars Wrigley, Performance Foods, Oswego SD 308 and Kendall County. Two new businesses will soon be employing large numbers of workers: Bright Farms with 200 future employees, and Ravago, with up to 140 employees.

Job growth has outperformed area counties. Future growth will call for more retail workers, hotel/restaurant workers and school staff. It will likely also call for more workers in distribution/warehousing.

Commercial and residential development is especially noted in the eastern portion of the county, with continuing interest in the Ridge Road/County Line Road corridor and the Interstate 80 region. Permits continue to be issued at good clip. Value of housing continues to increase. The Kendall County tax base continues to grow, rising in the past five years from \$3,905,693,524 to \$5,018,307,888, and increase of more than 25%. Property taxes are among the highest in the Chicago region. Affordable housing may be difficult to find in coming years.

Business development in the near future will take the shape of data centers, hotels, warehouses and additional retail. There is also potential in trucking and storage.

Infrastructure concerns are real in Kendall County. The County's largest municipalities are currently building water connections to Lake Michigan water as the aquifer is no longer sustainable. The county has no interstate, and heavily-used routes accommodate traffic. The

Eldamain Road corridor, a growing north-south corridor, promises to alleviate some of this stress while providing new opportunities for commercial development. Many residents commute out of the county for work, mainly to Cook and DuPage counties, and have a somewhat higher daily commute than the national average.

Economic opportunities exist in Kendall County. There are good workforce development pipelines, with high school programs, vocational centers and the community college. There are greenfield building sites. The Grid in Montgomery is a unique site that can attract large indoor operations.

Kendall County enjoys a good quality of life due to the recreational amenities of the Fox River and the Kendall County Forest Preserve District. There are top-grade sports facilities and golf courses. Schools are rated “commendable” by the Illinois Report Card. The crime rate is low compared to national and state benchmarks, and residents enjoy the semi-rural character of the county.

May 2024



of Northern Illinois



Prepared for
Kendall County

	Month Actual	Month Budget	Month Budget Variance	YTD Actual	YTD Budget	YTD Budget Variance	Prior Year YTD Actual	Total Budget
Revenues								
Government Grants	306,658.00	122,686.00	183,972.00	1,472,188.00	1,349,541.00	122,648.00	1,221,238.00	1,472,226.00
Local Governments	0.00	14,583.00	(14,583.00)	155,996.00	160,417.00	(4,421.00)	156,904.00	175,000.00
Project Income	3,432.00	4,212.00	(779.00)	47,048.00	46,327.00	721.00	44,848.00	50,538.00
Agency Contracts	1,612.00	1,687.00	(75.00)	30,520.00	18,562.00	11,957.00	27,974.00	20,250.00
Local Donations	<u>2,305.00</u>	<u>0.00</u>	<u>2,305.00</u>	<u>25,754.00</u>	<u>0.00</u>	<u>25,754.00</u>	<u>50,355.00</u>	<u>0.00</u>
Total Revenues	<u>314,007.00</u>	<u>143,168.00</u>	<u>170,839.00</u>	<u>1,731,505.00</u>	<u>1,574,846.00</u>	<u>156,659.00</u>	<u>1,501,319.00</u>	<u>1,718,014.00</u>
Expenses								
Personnel	99,963.00	78,378.00	(21,584.00)	956,225.00	862,162.00	(94,063.00)	765,516.00	940,540.00
Fringe Benefits	22,012.00	18,569.00	(3,443.00)	208,437.00	204,261.00	(4,176.00)	176,454.00	222,830.00
Material & Supplies	19,717.00	16,991.00	(2,726.00)	214,170.00	186,905.00	(27,265.00)	168,607.00	203,896.00
Operations & Maintenance	19,161.00	2,670.00	(16,491.00)	93,746.00	29,367.00	(64,379.00)	43,462.00	32,037.00
Purchased Services	<u>16,714.00</u>	<u>17,573.00</u>	<u>859.00</u>	<u>188,254.00</u>	<u>193,304.00</u>	<u>5,050.00</u>	<u>176,960.00</u>	<u>210,877.00</u>
Total Expenses	<u>177,567.00</u>	<u>134,182.00</u>	<u>(43,385.00)</u>	<u>1,660,831.00</u>	<u>1,475,998.00</u>	<u>(184,833.00)</u>	<u>1,330,999.00</u>	<u>1,610,180.00</u>
Net Income / (Loss)	<u>136,440.00</u>	<u>8,986.00</u>	<u>127,454.00</u>	<u>70,674.00</u>	<u>98,848.00</u>	<u>(28,173.00)</u>	<u>170,320.00</u>	<u>107,834.00</u>

Ride Data Report
Voluntary Action Center of Northern Illinois
Wednesday May 01, 2024 - Friday May 31, 2024

Month	Acct	Rides	% Pass Miles	% Pass Hours	% 65 and over	60 to 64	18 to 60	0 to 18	M	F	Amb	Non Amb	Disabled	Esc	Children			
May 24	Kat Cash-OC	44	1.6	364.00	1.5	14.18	1.3	0	0	44	0	37	7	44	0	0	0	0
May 24	KAT-AID	18	0.7	223.00	0.9	12.50	1.2	0	0	18	0	18	0	18	0	0	0	0
May 24	KAT-Cash	539	19.8	3985.00	16.5	172.78	16	0	18	521	0	228	270	503	36	62	14	0
May 24	KAT-Dis	290	10.6	2316.00	9.6	103.67	9.6	0	0	290	0	125	165	240	50	12	6	0
May 24	KAT-FVOAS	74	2.7	1240.00	5.1	56.95	5.3	54	0	20	0	50	24	54	20	42	0	0
May 24	KAT-NoPay	100	3.7	1337.00	5.5	49.47	4.6	6	11	83	0	18	48	58	42	48	5	0
May 24	KAT-OD	172	6.3	3631.00	15	156.18	14.5	0	30	142	0	68	104	146	26	26	0	0
May 24	KAT-SenCash	422	15.5	3235.00	13.4	136.90	12.7	354	68	0	0	165	257	369	53	58	36	0
May 24	KAT-SenOC	2	0.1	6.00	0	0.38	0	2	0	0	0	0	2	2	0	0	0	0
May 24	KAT-SSA	852	31.3	5920.00	24.5	297.03	27.6	758	92	2	0	298	554	718	134	412	43	0
May 24	KAT-SSAOC Res	2	0.1	12.00	0	0.63	0.1	2	0	0	0	0	2	2	0	2	0	0
May 24	KAT-SYC DIS	9	0.3	66.00	0.3	2.92	0.3	0	0	9	0	4	5	9	0	0	0	0
May 24	KAT-SYC GP	11	0.4	52.00	0.2	2.27	0.2	0	0	11	0	3	8	11	0	0	0	0
May 24	KAT-SYC OD	63	2.3	482.00	2	20.15	1.9	0	0	63	0	14	49	19	44	44	0	0
May 24	KAT-SYC Sen	54	2	360.00	1.5	14.20	1.3	52	0	0	0	28	26	41	13	15	0	0
May 24	KAT-SYC VET	25	0.9	155.00	0.6	8.30	0.8	25	0	0	0	0	25	0	25	25	0	0
May 24	KAT-Vet	5	0.2	26.00	0.1	1.50	0.1	5	0	0	0	0	5	0	5	5	0	0
May 24	KAT-WCC	42	1.5	732.00	3	27.17	2.5	0	0	42	0	33	9	42	0	0	0	0
Totals		2724	100%	24142.00	100%	1077.18	100	1258	219	1245	0	1089	1560	2276	448	751	104	0

Dates between 5/1/2024 12:00:00 AM and 5/31/2024 12:00:00 AM; Provider = KAT;

Vehicle	Service	ServiceRequestId	Vendor	DateCompleted	OdometerCompleted	QuotedCost	ActualCosts	Comments
Kat M2	Change oil	473	In house	05/10/2024	93916	30.0000	102.36	
Kat M2	Misc	556	Coffmans	05/09/2024	0	0.0000	40.00	safety Lane
Kat M2	Misc	567	Mechanics Lab	05/10/2024	93916	0.0000	580.45	Front brakes, rotors, caliper kit
Kat M2	Rotate Tires	568	Mechanics Lab	05/10/2024	93916	0.0000	45.00	
Kat M3	Change oil	540	Mechanics Lab	05/28/2024	79221	0.0000	100.27	
Kat M3	Misc	539	Mechanics Lab	05/28/2024	79221	0.0000	45.52	Cabin air filter and engine air filter
Kat M4	Change oil	514	In house	05/02/2024	83656	30.0000	242.89	
Kat M4	Misc	551	In house	05/02/2024	83656	0.0000	218.99	Speed sensor
Kat M4	Rotate Tires	515	In house	05/02/2024	83656	25.0000	90.00	
Kat-10	Change oil	486	Mechanics Lab	05/07/2024	240029	0.0000	155.39	
Kat-10	Misc	578	Coffmans	05/22/2024	1	0.0000	40.00	Safety Lane
Kat-10	Rotate Tires	487	Mechanics Lab	05/07/2024	240029	0.0000	0.00	
Kat-11	Misc	577	Coffmans	05/21/2024	1	0.0000	40.00	Safety Lane
Kat-12	Change oil	500	Mechanics Lab	05/01/2024	209225	0.0000	237.83	Power steering leak diagnosis
Kat-12	Misc	570	Coffmans	05/15/2024	1	0.0000	40.00	Safety Lane
Kat-12	Rotate	501	Mechanics	05/01/2024	209225	0.0000	45.00	

Vehicle	Service	ServiceRequestId	Vendor	DateCompleted	OdometerCompleted	QuotedCost	ActualCosts	Comments
	Tires		Lab					
Kat-13	Change oil	542	Mechanics Lab	05/14/2024	199416	0.0000	110.39	ATF fluid was put in oil. Needed to be changed to prevent damage
Kat-13	Misc	558	Mechanics Lab	05/02/2024	198864	0.0000	1248.26	Upper and lower radiator hoses, heater core
Kat-14	Change oil	516	Mechanics Lab	05/21/2024	208208	0.0000	110.39	
Kat-14	Misc	581	Mechanics Lab	05/21/2024	208208	0.0000	730.21	Trans pan seal, Trans Flush, Sway bar bushings
Kat-14	Rotate Tires	582	Mechanics Lab	05/21/2024	208208	0.0000	45.00	
Kat-15	Misc	559	Mechanics Lab	05/03/2024	154964	0.0000	980.93	Spark plug boot, Ignition coil, Purge valve
Kat-15	Misc	576	Mechanics Lab	05/17/2024	155361	0.0000	661.84	(2) Batteries, (2) terminal connectors
Kat-16	Change oil	506	Mechanics Lab	05/10/2024	185811	0.0000	202.63	Air filter
Kat-18	Misc	560	Mechanics Lab	05/08/2024	170655	0.0000	600.00	Throttle Body from bus 17. Diagnosis dying issue.
Kat-18	Misc	571	Pomps Tire	05/16/2024	171159	0.0000	1055.28	Tires (6)
Kat-20	Change oil	491	Mechanics Lab	05/01/2024	76546	0.0000	110.39	
Kat-20	Misc	548	Mechanics Lab	05/01/2024	76546	0.0000	375.00	AC wire chase and repair
Kat-20	Misc	564	Pomps Tire	05/13/2024	77297	0.0000	786.52	Rear Tires
Kat-20	Rotate	549	Mechanics	05/01/2024	76546	0.0000	45.00	

Vehicle	Service	ServiceRequestId	Vendor	DateCompleted	OdometerCompleted	QuotedCost	ActualCosts	Comments
	Tires		Lab					
Kat-22	Change oil	537	In house	05/16/2024	138397	30.0000		
Kat-22	Misc	572	In house	05/16/2024	138397	0.0000	1157.38	Lift Repair, 2 steer tires, alignment
Kat-23	Misc	555	In house	05/09/2024	137226	0.0000	882.31	Front Rotors, Belt Tensioner, Wheel Seal
Kat-4	Change oil	528	Mechanics Lab	05/15/2024	283959	0.0000	110.39	
Kat-4	Misc	574	Mechanics Lab	05/15/2024	283959	0.0000	1943.51	Shocks (F&R), Rear brakes & rotors, lower radiator hose, exhaust repair, rear diff service
Kat-5	Change oil	520	Mechanics Lab	05/09/2024	302242	0.0000	110.39	
Kat-5	Misc	565	Mechanics Lab	05/09/2024	302242	0.0000	1338.64	Shocks (F&R), Front brakes, caliper
Kat-5	Misc	569	Coffmans	05/14/2024	1	0.0000	40.00	Safety Lane
Kat-5	Rotate Tires	521	Mechanics Lab	05/09/2024	302242	0.0000	45.00	
Kat-6	Misc	573	Coffmans	05/16/2024	1	0.0000	40.00	Safety Lane

VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (hereinafter referred to as the “Agreement”) made and entered into between Kendall County, Illinois, a unit of local government (hereinafter referred to as the “County”) and the Voluntary Action Center of Northern Illinois, an Illinois Not-For-Profit Corporation (hereinafter referred to as “VAC”); WITNESSETH:

WHEREAS, the County will acquire certain vehicles, including the vehicle(s) described in the List of Vehicles attached hereto and made a part hereof this Agreement as **Exhibit “A”**; and

WHEREAS, the County desires to lease such vehicles identified in **Exhibit “A”** to VAC for its use in providing public transportation services pursuant to the terms of the Pass Through Agreement for Public Transportation Financial Assistance executed by the parties on _____, 20____.

THEREFORE, based upon the mutual promises and covenants set forth below, the parties do hereby agree as follows:

1. The County shall lease to VAC, for its sole use, the vehicles described in **Exhibit “A”**.
2. The County agrees to lease the vehicle(s) described in **Exhibit “A”** to VAC for the annual fee of One Dollar (\$1.00) per vehicle.
3. The County will insure the county-owned vehicles leased to VAC, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the VAC shall also secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage, and medical payments coverage of at least \$20,000 per person. VAC's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by VAC or VAC's employees. VAC's coverage shall name the County as an additional insured, with its members, representatives, officers, agents and employees. VAC grants to the County and its past, present, and future officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of VAC may acquire against the County by virtue of the payment of any loss under such insurance. VAC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not VAC has received a waiver of subrogation endorsement from the insurer. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only with the County's written consent upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or

cancellation. VAC shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

4. VAC may acquire and maintain additional insurance coverage for the vehicles identified in **Exhibit "A"**, at VAC's own expense, which exceeds the minimum insurance requirements set forth in Paragraph 3 above. Any such policies shall have the County added as a named additional insured and shall require a thirty (30) calendar day advance written notice to the County in the event of the cancellation or non-renewal of any such policy or policies. Upon execution of this Agreement, VAC shall provide a copy of the current insurance policy to the County.
5. VAC shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by VAC of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of VAC in its performance under this Agreement or resulting from VAC's operation, use, and storage of the vehicles described in **Exhibit "A."** Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in its defense shall not remove VAC's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
6. VAC agrees and warrants that the vehicles described in **Exhibit "A"** have been delivered to VAC in good operating condition and are free of defects and are suitable for the intended use of VAC. VAC warrants that it and all persons who will operate the vehicles described in **Exhibit "A"** shall hold valid driver's licenses issued by the State of Illinois and that neither VAC nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required for the vehicles described in **Exhibit "A"**.
7. VAC agrees to keep the vehicle(s) described in **Exhibit "A"** in good operating condition and working order as required in the maintenance program described in each vehicle's Owner's Manual and shall properly maintain and repair the vehicle(s) described in **Exhibit "A"** to manufacturer's specifications. VAC further agrees to maintain all vehicle maintenance and

repair records and make said records available to the County upon the County's request.

8. VAC agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing, registration, use and operation thereof of the vehicles during the term of this Agreement, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, shipment, taxes, charges, use, ownership, transportation, delivery or operation of same. The County shall in no way be obligated to maintain, repair or service said vehicles during the term of this Agreement.
9. VAC agrees to notify the County at such time as it desires to permanently remove any vehicle described in **Exhibit "A"** from service due to age or mechanical condition.
10. During the term of this Agreement, the vehicles described in **Exhibit "A"** shall be principally kept or garaged when not in use at County's garage in Kendall County, Illinois, or at such other address in the State of Illinois as VAC shall give the County advance written notice of. Without the prior written consent of the County, the vehicles described in **Exhibit "A"** shall not be removed from Kendall County, Illinois except for trips of short duration and/or for trips referenced in the System Service Area of the County's annually approved combined 5311/DOAP Application.
11. VAC agrees to use the vehicles described in **Exhibit "A"** only for lawful purposes. VAC agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event VAC fails to pay any assessment, tax, lien or fine levied against the vehicles, the County may, at its election, make such payment and VAC shall reimburse the County on demand. VAC shall indemnify, defend with counsel of the County's own choosing, and hold the County harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.
12. This instrument is a lease and not an installment contract. The vehicles described in **Exhibit "A"** are the sole property of the County and VAC shall ensure that the County is named as the owner on any certificate of title issued with respect to the vehicles. VAC shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of the County, so long as VAC is not in default under the terms of this Agreement.
13. This Agreement, the Grant Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance executed by the County and VAC on _____, 20__ represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The parties expressly agree hereto that this Agreement replaces the Vehicle Lease Agreement executed by the parties on January 5, 2010, and amended on October 2, 2012. This Agreement, the Grant Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance executed by the parties on _____, 20__ supersede any prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

14. This Agreement shall remain in effect from the date of the parties' execution of this Agreement until termination of the Pass-Through Grant Agreement for Public Transportation Financial Assistance executed by the parties on _____, 20____.
15. This Agreement may be terminated before the lease period expires if one of the following occurs: (a) the County provides ninety (90) calendar days advance written notice to VAC of its intent to terminate this Agreement; (b) VAC provides ninety (90) calendar days advance written notice to the County of its intent to terminate this Agreement; or (c) as mutually agreed upon in writing by both parties.
16. Notwithstanding any other provision herein, this Agreement shall terminate immediately upon written notice if the County no longer receives public transportation financial assistance through the State of Illinois under Section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1).
17. Upon termination of this Agreement, VAC shall return all vehicles described in **Exhibit "A"** to the County in the same condition as the vehicles were received. VAC shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with VAC's use of the vehicles.
18. **Non-Discrimination.** VAC, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. VAC, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment/affirmative action requirements set forth in applicable state and federal laws and regulations. VAC shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.
19. **Payment.** Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended. (50 ILCS 505/1 et seq.)
20. **Certification.** VAC certifies that VAC, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). VAC further certifies by signing the Contract documents that VAC, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined

in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has VAC made an admission of guilt of such conduct that is a matter of record, nor has an official, officer, agent, or employee of the company been so convicted nor made such an admission.

21. **Conflict of Interest.** Both parties affirm no County officer or elected official has a direct or pecuniary interest in VAC or this Agreement or, if any County officer or elected official does have a direct or indirect pecuniary interest in VAC or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
22. **Drug Free Workplace.** VAC and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
23. **Compliance With State and Federal Laws.** VAC agrees to comply with all applicable federal, state and local laws and regulatory requirements to secure such licenses as may be required for its employees 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.
24. **Savings Clause.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
25. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
26. **Warranties.** All services to be undertaken by VAC shall be carried out by competent and properly trained personnel of VAC to the highest standards and to the satisfaction of County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
27. **Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and

by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

28. **Notice.** Any notices directed to Kendall County shall be sent to: Christina Burns, Kendall County Administrator, Kendall County, 111 W. Fox St., Yorkville, Illinois 60560 with a copy to the Kendall County State's Attorney, 807 W. John St. Yorkville, Illinois 60560. Any notices directed to VAC shall be sent to: Nate Kloster, Executive Director, Voluntary Action Center of Northern Illinois, 1606 Bethany Road, Sycamore, Illinois 60178.

In WITNESS THEREOF, the VAC has approved this Agreement and authorized it to be signed, sealed and attested by its Chief Executive Director, and said County has approved this Agreement and authorized it to be signed by the County Board Chair and to be sealed and attested to by its County Clerk on this ____ day of _____ 20____.

VOLUNTARY ACTION CENTER of NORTHERN ILLINOIS

BY: _____
Nate Kloster, Chief Executive Director

KENDALL COUNTY, ILLINOIS

BY: _____
Matt Kellogg, County Board Chair

ATTEST:

BY: _____
Debbie Gillette, County Clerk and Recorder

EXHIBIT "A"

LIST OF VEHICLES

Vehicle #	Make	Model	Year	I.D.
KAT1	Chevrolet/ Eldorado	C5500	2009	1GBE5
KAT3	Ford/ Edorado	E350	2009	1FDEE
KAT4	Ford/ Eldorado	E350	2009	1FDEE
KAT5	Ford/ Eldorado	E350	2009	1FDEE
KAT6	Ford/ Eldorado	E350	2009	1FDEE
KATM2	Dodge/ Braun	Grand Caravan	2013	2C7WD
KATM3	Dodge/ Braun	Grand Caravan	2013	2C7WD
KAT10	Ford/ Starcraft	E350	2014	1FDEE
KAT11	Ford/ Starcraft	E350	2014	1FDEE
KAT12	Ford/ Starcraft	E350	2015	1FDEE
KAT13	Ford/ Starcraft	E450	2016	1FDPE
KAT14	Ford/ Starcraft	E450	2016	1FDPE
KAT15	Ford/ Starcraft	E450	2016	1FDPE
KAT16	Ford/ Starcraft	E450	2016	1FDPE
KAT17	Ford/ Starcraft	E450	2016	1FDPE
KAT18	Ford/ Starcraft	E450	2016	1FDPE
KAT19	Ford/ Starcraft	E450	2016	1FDPE
KAT20	Ford/ Starcraft	E450	2016	1FDEE

Additional vehicles to be covered under the terms of this Agreement shall be identified and approved in writing by the County and VAC. Additional vehicles identified by the parties may be leased, purchased, gifted or granted to the County.

GRANT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2024 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Voluntary Action Center, a non-profit 501(c)(3) organization in good standing (“Grantee”). For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, Grantee operates a demand-response and flexible route transit system, commonly known within Kendall County as Kendall Area Transit (“KAT”); and

WHEREAS, the County recognizes the importance of the public service provided by KAT, particularly its focus on serving elderly residents of Kendall County; and

WHEREAS, Grantee’s goal is to provide approximately 75,000 one-way passenger trips per year to residents of Kendall County, including destinations outside Kendall County within sponsor municipalities and connections to other transit service providers such as METRA and PACE; and

WHEREAS, Grantee’s primary sources of funding are grants from the Downstate Operating Assistance Program (“DOAP”) and federal funds under Sections 5310 and 5311 of the Federal Transit Act; and

WHEREAS, the County is the pass-through for DOAP and Section 5310 and 5311 funding to Grantee; and

WHEREAS, the County finds that providing additional funding to Grantee beyond state and federal funds will promote the public services provided by KAT; and

WHEREAS, the County finds distributing funds from its Senior Levy will support the services provided by KAT; and

WHEREAS, the County authorizes a monetary contribution (the “County Grant Funds”) to Grantee to support the services provided by KAT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. County's Obligations

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse \$60,000.00 annually to Grantee in semiannual installments of \$30,000.00 each on January 31 and July 31. Said amounts actually disbursed to Grantee shall hereinafter be referred to as "County Grant Funds."
- b. This Agreement shall be effective for a three-year term, with the first semiannual disbursement of \$30,000.00 to be paid by July 31, 2024 and the final semiannual disbursement of \$30,000.00 to be paid by January 31, 2027.

3. Grantee's Obligations

- a. Grantee understands and agrees it shall use the County Grant Funds only for KAT's operational and capital purposes.
- b. If Grantee uses the Grant funds for any purpose other than KAT's operational and capital purposes, Grantee shall immediately reimburse the County the full amount of County Grant Funds received from the County.
- c. By signing this Agreement, Grantee affirms its status as a nonprofit 501(C)(3) in good standing. In the event Grantee loses its good standing or tax-exempt status, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all County Grant Funds disbursed to Grantee.
- d. Grantee agrees that its organization will continue to operate and to serve the residents of Kendall County for the duration of this Agreement. If the Grantee's organization ceases to operate and serve the residents of Kendall County prior to the end of this Agreement, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all County Grant Funds disbursed to Grantee.
- e. Grantee agrees to continue to use the name "Kendall Area Transit" while operating its system within Kendall County.

- f. Grantee shall provide demand-response and flexible route transit services to Kendall County residents from 7:00 am to 7:00 pm, Monday through Friday, subject to change by written agreement of the parties and subject to funding. The Grantee shall furnish full and complete management, supervisory, and operational services that are reasonably required for the provision of public transit services to Kendall County residents.
- g. Grantee shall consult with the County before making any changes to schedules, routes, or other related transit operations.
- h. Grantee shall continue to comply with all applicable federal, state, and local regulations, including the FTA Standard Assurances and Certifications, and with any other applicable regulations associated with the administration and provision of transportation services.
- i. Grantee shall maintain all original records relating to its use of the County Grant Funds for a period of at least ten (10) years after the County Grant Funds are spent or the period of time required by other state or federal law, whichever is longer. Grantee shall keep such daily financial and other periodic records as the County may direct and as may be required by state and/or federal law, and shall transmit the same to the County in the manner and form designated- by the County and shall keep and preserve, or if directed by the County shall deliver to the County, such tickets, receipts or other documents or instruments as the County may direct to substantiate the records, books, and accounts of the Grantee to be kept by the Grantee in accordance with accepted good accounting practices, as may be directed by the County under the terms thereof, and shall permit the County, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the County may elect, and the Grantee shall reimburse the County for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Grantee or its employees, that may be disclosed by such audit or examination.
- j. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using County Grant Funds shall be subject to the

Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using County Grant Funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.

- k. If Grantee uses County Grant Funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
 - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
 - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
 - iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
 - v. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using County Grant Funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- l. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary

for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.

- m. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- n. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Grantee shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003. Grantee shall comply with the regulations relative to non-discrimination in federally assisted

programs of the Department of Transportation, Title 49 Code of Federal Regulations, Part 1, as they may be amended from time to time.

4. Assignment

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the County Grant Funds shall be from the County's Senior Levy. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient funds from its Senior Levy, said sufficiency to be determined at County's sole discretion, to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the County Grant Funds to Grantee shall be suspended unless and until sufficient Senior Levy funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Senior Levy funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to disburse Senior Levy funds to Grantee lies within the discretion of the Kendall County Board.

6. Remedies

- a. If, following the disbursement of County Grant Funds to the Grantee, the County determines, in its sole discretion, the Grantee submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all County Grant Funds.
- b. Any breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all County Grant Funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

7. Indemnity

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

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

8. Notice

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to Grantee:

INSERT NAME OF CONTACT PERSON

INSERT CONTACT INFORMATION

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. Execution of Agreement

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

11. Entire Agreement

This Agreement, the Vehicle Lease Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance dated _____ represent the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement, the Vehicle Lease Agreement, and the Pass-Through Agreement for Public Transportation

Financial Assistance dated _____ supersede any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee’s officers, employees, and agents for the performance of any services as set forth in the Agreement.

13. Conflict of Interest

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

14. Waiver

The County and/or Grantee’s waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

15. Termination

This Agreement shall be in full force and effect upon signature by both parties. However, the County may terminate this Agreement prior to the conclusion of its three-year term upon 30 days advance written notice to the Grantee, and the Grantee may terminate this Agreement prior to the conclusion of its three-year term upon 180 days advance written notice to the County. No additional payments, penalties, and/or early termination charges shall be required from the County upon termination of the Agreement. Notwithstanding any other provisions herein, this Agreement shall terminate immediately and the County shall be under obligation to provide any further County Grant Funds upon written notice that the County no longer receives funding from DOAP

or Sections 5310 and 5311. Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

16. Authority

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

KENDALL COUNTY, ILLINOIS

VOLUNTARY ACTION CENTER

Matt Kellogg
Kendall County Board Chair

NAME
JOB TITLE

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____

Date: _____

Date: _____

PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1)

WHEREAS, this Pass Through Agreement, hereinafter referred to as the “Agreement”, is made by and between Kendall County, Illinois, hereinafter referred to as the “Applicant”, and Voluntary Action Center of Northern Illinois, hereinafter referred to as the “Recipient”; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. Department of Transportation, through the State of Illinois under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), hereinafter referred to as “5310”; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. DOT, through the State of Illinois under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), hereinafter referred to as “5311”; and

WHEREAS, Applicant is eligible to receive funds from the Downstate Operating Assistance Program, hereinafter referred to as “DOAP”, for public transportation services from the Illinois Department of Transportation, Division of Public and Intermodal Transportation, hereinafter referred to as the “State”, under Article II of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*); and

WHEREAS, Recipient is a private non-profit transit operator eligible to receive 5310, 5311, and DOAP funds to provide public transportation in Applicant’s Service Area through this Agreement under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), and under Article II of the Illinois Downstate Public Transportation Assistance Act (30 ILCS 740/2-2.05); and

WHEREAS, Recipient agrees to provide public transportation services in the Kendall County Service Area (hereinafter referred to as the “Service Area”); and

WHEREAS, this Agreement is to establish the parameters under which the Applicant will pass through 5310, 5311, and DOAP funds to the Recipient for the provision of transit service within the Service Area.

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the Applicant and the Recipient agree as follows:

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

1. **Effective Date.** This Agreement shall be effective immediately upon execution by Applicant and Recipient. Recipient hereby agrees to operate a demand-response, feeder route, and flexible route transit system as outlined in the Applicant’s annually approved combined 5311/DOAP Application, hereinafter referred to as the “Application.” The system will be commonly known as Kendall Area Transit, hereinafter referred to as “KAT”.
2. **Service Area.** Recipient shall provide community and public transportation services within the Service Area, as outlined in the Application. With prior specification by the Applicant, Recipient will serve destinations outside the Service Area within sponsor municipalities and make connections to other transit service providers outside the Service Area.
3. **Termination Date.**
 - a. This Agreement shall remain in effect until July 1, 2027. However, this Agreement may be terminated before July 1, 2027 if the Applicant provides ninety (90) days advance written notice to the Recipient of its intent to terminate this Agreement. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
 - b. The Recipient shall have the right to terminate this Agreement before July 1, 2027 if the Recipient provides ninety (90) days prior written notice to the Applicant of its intent to terminate this Agreement.
 - c. Notwithstanding any other provisions herein, this Agreement shall terminate immediately upon written notice if the Applicant no longer receives necessary funding through the State of Illinois authorized by 5310, 5311, or DOAP.
 - d. This Agreement may, if agreed to in writing by all parties prior to the termination date, be extended for an additional three years. Any such extensions shall be executed by all parties no later than ninety (90) days prior to the termination date.

Section B. Operations

1. During the term of the Agreement, the Recipient shall operate in accordance with the Application and parameters described in Section III - Description of the Project, hereinafter referred to as the “Project”, contained in the Application.
2. Prior to execution of any agreements between Applicant and any other party with respect to the Project and services required of the Recipient for any future expansion of the Project, Applicant will seek consent from Recipient and such services required of the Recipient shall be mutually agreed upon by both Applicant and Recipient.
3. Vehicles for operation of the community/public transportation shall be provided by the Applicant to the Recipient under the terms of a separate Vehicle Lease Agreement.

Section C. Recipient's General Obligations

The Recipient shall furnish the following management tasks in order to provide an efficient transit system.

1. **Transportation Operation including:**
 - a. Supervision of all transit personnel employed by the Recipient.
 - b. Securing all insurance coverage required by State and Applicant, and handling all matters with Recipient's insurance carriers, and Applicant's staff and Applicant's insurance carriers as it pertains to vehicle claims.
 - c. Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.
 - d. In partnership with Applicant, soliciting funding and service contracts with local agencies.

2. **Schedule Operations including:**
 - a. Studying and recommending changes in operating schedules, headway frequencies, transfer methods, and other related transit operations.
 - b. Seeking consensus of the Applicant and Recipient's Service Advisory Committee, hereinafter referred to as the "Committee", prior to making changes to operating schedules, headway frequencies, transfer methods, and other related transit operations. Representation on the Committee shall be mutually agreed upon by Recipient and Applicant. In general, the Committee shall consist of representatives from the Applicant, local social service providers and funding contributors to the transit program.
 - c. Posting and promoting service schedules.

3. **Employee Selection, Safety and Training including:**
 - a. Direction and supervision of the selection of all transportation personnel employed by the Recipient.
 - b. Direction and supervision of said employees' training as needed.
 - c. Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Recipient's personnel.

4. **Required Reporting and budgeting on behalf of the Applicant including:**
 - a. Recipient will provide all reports pertaining to KAT required of the Applicant by State of Illinois, Illinois Department of Transportation, Federal agencies, and Regional Transportation Authority to the Applicant's Program Compliance Oversight Monitor, hereinafter referred to as the "PCOM".
 - b. Recipient will provide reports required of the Applicant, including, but not limited to, the number of rides, riders, miles, costs per trip/ mile, age of riders, special needs riders, low income riders, rides in each municipality to the PCOM.
 - c. Recipient will complete operating budgets and required submittals required to seek and receive State and Federal funding through 5310, 5311, and DOAP.

5. Recipient shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.

Section D. General Requirements

1. Recipient shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Recipient agrees that all services to be undertaken by Recipient shall be carried out by competent and properly trained personnel of Recipient to the highest standards and to the satisfaction of the Applicant.
2. Recipient shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system and maintain the county-owned vehicles. When making any purchase greater than \$5,000, Recipient shall notify the PCOM, by written memo and a copy of the invoice, within 30 days of the purchase. Recipient shall comply with any applicable federal, state, or local procurement requirements.
3. The Applicant will insure the county-owned vehicles leased to the Recipient, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the Recipient shall also secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage, and medical payments coverage of at least \$20,000 per person. The Recipient's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Recipient or Recipient's employees. The Recipient's coverage shall name Applicant as an additional insured, with its members, representatives, officers, agents and employees. Recipient grants to Applicant and its past, present, and future officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Recipient may acquire against Applicant by virtue of the payment of any loss under such insurance. Recipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Applicant has received a waiver of subrogation endorsement from the insurer. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the Applicant upon execution of this Agreement. Such insurance shall be modifiable or cancelable only with the Applicant's written consent upon written notice by registered mail, mailed to the Applicant at least ninety (90) days in advance of such modification or cancellation. The Recipient shall furnish a copy of its insurance policies for examination by the Applicant at any time upon demand of the Applicant.

4. Recipient shall maintain, and furnish evidence of, a standard workers' compensation and employer's liability policy of insurance conforming to the requirements or applicable statute with limit of no less than \$1,000,000 per accident for bodily injury or disease and covering all employees employed by the Recipient, pursuant to this Agreement. Recipient waives any rights to recover damages from the Applicant for any injuries that Recipient and/or its employees may sustain while performing services under this Agreement.
5. Recipient shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such fares as shall be approved by both parties and in accordance with Section B of this Agreement with regard to the Application's parameters and "Description of the Project".
6. Recipient shall keep such daily financial and other periodic records as the Applicant may direct and as may be required by state and/or federal law, and shall transmit the same to the Applicant in the manner and form designated by the Applicant and shall keep and preserve, or if directed by the Applicant shall deliver to the Applicant, such tickets, receipts or other documents or instruments as the Applicant may direct to substantiate the records, books, and accounts of the Recipient to be kept by the Recipient in accordance with accepted good accounting practices, as may be directed by the Applicant under the terms thereof, and shall permit the Applicant, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the Applicant may elect, and the Recipient shall reimburse the Applicant for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Recipient or its employees, that may be disclosed by such audit or examination.
7. The Recipient shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.
8. **Force Majeure.** Neither party shall be liable for any failure, delay or interruption of service or for failure or delay in performance of any obligations under this Agreement due to acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the parties. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

Section E. Amount of Grant

For eligible operating expenses incurred during the calendar year (hereinafter referred to as “fiscal year”), the Recipient shall receive the following funding from the Applicant as an eligible pass through recipient:

1. Reimbursements of eligible expenses incurred by the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant’s Approved Project Budget and permitted by 49 USC 5310.
2. Reimbursements of eligible expenses incurred by the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant’s Approved Project Budget and permitted by 49 USC 5311.
3. Up to 65% of Recipient’s eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for any given year, as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Recipient from any other state or local agency does not exceed Recipient’s actual operating deficit for that year, pursuant to 30 ILCS 740/2-3, -7.
4. The Recipient agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the pass through funds received from the Applicant, equal to 100% of the total project cost.
5. Any funds received by Applicant from sources, including those from sponsor municipalities, other than from 5310, 5311, or DOAP for the purposes as outlined in Section B of this Agreement, will be promptly forwarded to Recipient.
6. Funds passed through from Applicant to Recipient under this Agreement are contingent upon the receipt of 5310, 5311 and DOAP funds from the State to the Applicant.

Section F. Records, Information and Reports

1. Recipient shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States, as well as auditors and representatives of the State of Illinois and the Applicant, to inspect and audit all data and records of the Recipient relating to its performance under this Agreement.
2. Recipient shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Recipient is in the exclusive possession of another who

fails or refuses to furnish this information, the Recipient shall so certify to the Applicant, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.

Section G. Equal Employment Opportunity

1. **Equal Employment Opportunity.** In connection with the execution of this agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Recipient shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
2. **Compliance with Regulations.** Recipient shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time, hereinafter referred to as the "Regulations".
3. **Non-Discrimination.** Recipient, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Recipient, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Recipient shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.
4. **Disadvantaged Business Enterprise.** Recipient shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided

maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Recipient shall make its best effort to comply with these regulations.

Section H. Notices

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

Christina Burns
Kendall County Administrator
Kendall County
111 W. Fox St.
Yorkville, IL 60560

with a copy sent to:

Kendall County State's Attorney
807 W. John St.
Yorkville, IL 60178

2. Any notices directed to Voluntary Action Center of Northern Illinois shall be sent to:

Nate Kloster
Chief Executive Director
Voluntary Action Center of Northern Illinois
1606 Bethany Road
Sycamore, IL 60178

Section I. Miscellaneous

1. **Independent Contractor Relationship.** Recipient hereby acknowledges and agrees that Recipient is an independent private non-profit organization eligible to receive public transportation funding by way of a pass-through agreement and is not an agent or employee of the Applicant. Recipient understands and agrees that Recipient is solely responsible for paying all wages, benefits and any other compensation due and owing to Recipient's officers, employees and agents in the performance of services as set forth in this Agreement. Recipient further understands and agrees that Recipient is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Recipient's officers, employees and/or agents who perform services as set forth in the Agreement. Recipient acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Recipient, Recipient's officers, employees and agents. Recipient hereby waives any rights to recover damages from the Applicant, its officers, employees, insurers, and/or agents for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Recipient's officers, employees and/or agents while performing the services set forth in this Agreement.

2. **Conflict of Interest.** Both parties affirm no Kendall County officer or elected official has a direct or pecuniary interest in Recipient or this Agreement or, if any Kendall County officer or elected official does have a direct or pecuniary interest in Recipient or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
3. **Source of Funds.** Recipient understands and agrees that Applicant is acting solely as a pass-through for Federal and State grants and participating municipalities' contributions. Applicant is under no obligation pursuant to this Agreement to provide funding from its general revenue or from any other source.
4. **Drug Free Workplace.** Recipient agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).
5. **Compliance with Grant Agreement.** Recipient agrees to comply with the applicable provisions of the most current grant agreement between the State and Applicant to provide public transportation services in a non-urbanized area (30 ILCS 580/1 *et seq.*).
6. **Prevailing Wage.** Recipient agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using grant funds. In the event Recipient fails to comply with the notice requirements set forth in the Prevailing Wage Act, Recipient shall be solely responsible for any and all penalties, fines, and liabilities incurred for Recipient's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
7. **Indemnification.** Recipient shall indemnify, hold harmless and defend with counsel of Applicant's own choosing, Applicant, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Recipient of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its operation of the transit system. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in its defense shall not remove Recipient duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this

indemnification provision. Indemnification shall survive the termination of this Agreement.

7. **Hold Harmless.** With respect to demand response, feeder route, and flexible route transit systems, the Recipient agrees it will defend and hold harmless participating municipalities and their respective insurers, officers, employees, and agents against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the municipality and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to any agreements between Applicant and municipalities with respect to demand response, feeder route, and flexible route transit systems.
8. **Entire Agreement.** This Agreement, the Grant Agreement, and the Vehicle Lease Agreement dated _____ collectively referred to herein as "the Agreements", represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.
9. **Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
10. **Authority to Execute Agreement.** The Applicant and Recipient each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
11. **Assignment.** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
12. **Waiver.** The Applicant and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition or covenant, or the breach thereof.
13. **Lobbying.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

14. **Compliance With State and Federal Laws.** Recipient agrees to comply with all applicable federal, state and local laws and regulatory requirements to secure such licenses as may be required for its employees 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.
15. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
16. **Savings Clause.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
17. **Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Applicant is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the Applicant is required to use the services of an attorney, then the Applicant shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Applicant pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In WITNESS THEREOF, the said Recipient has approved this Agreement and authorized it to be signed, sealed and attested by its Chief Executive Director, and said Applicant has approved the Agreement and authorized to be signed by the Kendall County Board Chair and to be sealed and attested to by its County Clerk on this _____ day of _____, 20__.

VOLUNTARY ACTION CENTER OF NORTHERN ILLINOIS

BY: _____
Nate Kloster, Chief Executive Director

WITNESS: _____
(print Witness name)

Kendall County, ILLINOIS

BY: _____
Matt Kellogg, County Board Chairman

ATTEST:

BY: _____
Debbie Gillette, County Clerk

COUNTY OF KENDALL, ILLINOIS

Ordinance 24 - _____

Kendall County Animal Control Fees Ordinance

WHEREAS Kendall County has the authority to regulate animals and the possession thereof within the County limits. 510 ILCS 5/24; and

WHEREAS in 2019 the General Assembly amended 510 ILCS 5/8 to include, “A veterinarian who inoculates a cat that is a companion animal shall issue an inoculation certificate to the owner which shall comply with any registration requirements adopted by the county under Section 3 of this Act”; and

WHEREAS that authority includes the ability to establish fees to support the requirements established by the County and the services provided by the County. See 55 ILCS 5/5-1005; 510 ILCS 5/7; 510 ILCS 5/8; 510 ILCS 5/10; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Kendall, State of Illinois that hereafter the following animal control fees are established in Kendall County and shall be collected by the Kendall County Animal Control Department. These fees will then be remitted to the Kendall County Treasurer in accordance with section 7 of the Illinois Animal Control Act (510 ILCS 5/7), unless required otherwise by applicable state statute or regulation.

Section 1: Rabies Tags. The following fees shall be imposed on all individuals obtaining rabies vaccination tags for dogs and cats that are companion animals from the Kendall County Animal Control Department:

Rabies Tags Fee for 2023:

- a. One-year tags: \$12 for an altered animal, and \$27 for an intact animal;
- b. Three-year tags: \$30 for an altered animal, and \$65 for an intact animal;
- c. Replacement tags: \$5 for a replacement tag, with proof of vaccination and original tag purchase.

Rabies Tags Fee for 2024 and future years:

- a. One-year tags: \$15 for an altered animal, and \$30 for an intact animal
- b. Three-year tags: \$35 for an altered animal, and \$75 for an intact animal
- c. Replacement tags: \$5 for a replacement tag, with proof of vaccination and original tag purchase.

Section 2: Relinquishment Fees. The following fees shall be imposed on all individuals seeking to relinquish ownership of a dog to the Kendall County Animal Control Department:

- a. \$50 for a dog or cat older than four months;
- b. \$25 for a puppy or kitten, four months or younger;
- c. \$50 for a nursing mother with puppies or kittens;
- d. \$25 for the first puppy or kitten in a litter, four months or younger, and \$5 for each additional puppy or kitten in the litter.
- e. \$25 for any domestic animal that is not a dog or cat.

Section 3: Reclaiming Fees. The following fees shall be imposed on all individuals seeking to reclaim an animal, owned by them but taken into the custody of Kendall County Animal Control Department, for whatever reason:

- a. *Impoundment Fees:* \$45 for a first offense, \$120 for a second offense, and \$150 for a third offense;
- b. *Public Safety Fee:* \$25 fee or the amount required pursuant to Section 8 of the Illinois Animal Control Act (510 ILCS 5/10), whichever is greater. This fee, however, shall be waived for a first offense, but only if (i) the animal has been altered, or (ii) the animal is altered within fourteen (14) calendar days after being reclaimed and the owner submits proof thereof to the Kendall County Animal Control Department within a timely manner;
- c. *Boarding Fees:* \$12 per day for each calendar day the animal is boarded by the Kendall County Animal Control Department (if the animal arrived during the Department's regular business hours), or the following day (if the animal arrived after regular business hours);
- d. *Rabies Vaccination Refundable Deposit:* If an individual seeking to reclaim a dog does not present documentation to verify the dog is current with its rabies vaccination, the individual shall submit a rabies vaccination deposit before the dog may be reclaimed from the Kendall County Animal Control Department. The rabies vaccination deposit may only be refunded if proof of rabies vaccination is received by the Kendall County Animal Control Department within five (5) business days after the dog is reclaimed. The rabies vaccination deposit amount shall be \$40 for a first offense, and \$80 for each subsequent offense;
- e. *Spay/Neuter Refundable Deposit:* If an intact animal is impounded by the Kendall County Animal Control Department a second time, the individual seeking to reclaim that animal must submit a \$40 spay/neuter deposit. No intact, impounded animal shall be released by the Kendall County Animal Control Department prior to receipt of the spay/neuter deposit. The spay/neuter deposit may only be refunded if proof that the animal has been altered is received by the Kendall County Animal Control Department within thirty (30) calendar days after the animal was reclaimed. If an intact animal is received by Kendall County Animal Control Department a third or subsequent time, they may not be released from the Kendall County Animal Control Department without first being spayed or neutered at the expense of the owner.

No animal will be released to the owner until all fees set forth in Section 3 have been paid in full.

Section 4: Adoption Fees. The following fees shall be imposed on all individuals who adopt an animal from Kendall County Animal Control Department:

Animal Type	Animal Age	Days Available for Adoption at KCAC	Adoption Fee
Puppies	6 months or less	ANY	\$175
Dogs	Over 6 months	< 60 days	\$150
Dogs	Over 6 months	60-89 days	\$75
Dogs	Over 6 months	90+ days	WAIVED
Kittens	6 months or less	ANY	\$125
Cats	Over 6 months	< 60 days	\$100
Cats	Over 6 months	60-89 days	\$50
Cats	Over 6 months	90+ days	WAIVED

No adopted animal shall be released by the Kendall County Animal Control Department until the adoption fees are paid in full.

Section 5: Superseding Prior Ordinances. Upon its effective date, this Ordinance replaces and supersedes all previous ordinances which establish fees for the specific circumstances identified above.

Section 6: Effective Date. This Ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

Adopted this _____ day of July, 2024, by roll call vote as follows:

Ayes:

Nays:

Absent:

Attest:

Matthew Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder

(SEAL)



Kendall County Summer Internship Program

DRAFT 6/24

The Kendall County Summer Internship Program connects currently enrolled or recently graduated students seeking career experience to a variety of employers in Kendall County. Participating students receive paid summer employment as well as career and skills development in a career field of their choosing. Participating organizations gain involved workers for the summer who may be cultivated for future employment.

Participating students

For the Class of 2025, program participants will be drawn from across Kendall County. Because this is a genuine internship there is a valuable skills and educational component to the program in addition to the work experience.

- Participating students will keep weekly journals about their experiences
- Employers will provide relevant training/skills
- Students and parents/guardians will meet with a career mentor to discuss careers in their fields.
- Local businesses have identified specific skills that will be developed through the summer position.
- Students are invited to a fun, end-of-summer internship completion event.
- Students receive recognition for internship completion by the Kendall County Board.

There will be a limit of 12 internships for Summer 2025. The program's intention is to provide students with a real-life work experience that offers insights into career fields. It is anticipated that most internships will offer at least 30 hours of paid employment per week.

Participating organizations

Participating organizations will be drawn from a variety of employment types---large for-profit businesses, smaller for-profit businesses, local government, nonprofit organizations, and social service agencies. The organizations will agree to employ interns for a minimum of six weeks and will pay standard wages.

Participating employers determine which applicant they will hire and retain all rights of traditional employers, including the right of dismissal prior to the end of the internship period.

Further information

For more information about the program, contact Todd D. Volker at Kendall County Economic Development; tvolker@kendallcountyil.gov and (630) 381-9574.



Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration
Meeting Date: 6/25/2024
Subject: Revolving Loan Fund
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Discussion of the County's Revolving Loan Fund program

Board/Committee Review:

County Board adopted Ord. 2019-35, an Ordinance Amending the Kendall County Revolving Loan Fund Recapture Strategy

Fiscal impact:

The current Revolving Loan Fund balance is \$2,028,415.

Background and Discussion:

Kendall County received funds for a Revolving Loan Fund from the Department of Commerce and Economic Opportunity's Community Development Assistance Program, which was funded from the US Department of Housing and Urban Development Community Development Block Grant. The original RLF funds were restricted to purposes outlined through DCEO and HUD requirements, designed to support businesses. In 2004, DCEO dissolved the program, permitting communities to use their funds as deemed appropriate by the community. The County adopted its current Revolving Loan Fund program in 2019.

The fund currently has four small business loans with a total outstanding principal balance of \$210,341.63. One small business loan is currently in default. A fifth RLF loan was given to the City of Minooka for a water main extension for \$750,000, to be paid back as properties connect to the water main.

The program's priorities and objectives are to stimulate economic growth in the County through business retention and growth, supporting equity for new businesses, incentivizing businesses to relocate, create and retain jobs, increase the property and sales tax base, and to leverage other sources of capital to support businesses.

Staff is in the process of reviewing the application process to ensure we are gathering adequate financial information from applicants, and to better understand their business plans in order to help reduce the chance of making loans that go into default.

As part of the process in updating the application, staff is seeking input from the Economic Development & Administration Committee on the goal and objectives for the program or other opportunities to update it to support economic development in Kendall County.

Staff Recommendation:

Discussion of the Revolving Loan Fund

Attachments:

Revolving Loan Fund Application

ORDINANCE NUMBER 2019 - _____

**AN ORDINANCE AMENDING
THE KENDALL COUNTY REVOLVING LOAN FUND RECAPTURE STRATEGY**

WHEREAS, Kendall County, Illinois (Kendall County) maintains a Revolving Loan Fund (RLF), which was capitalized by the Illinois Department of Commerce and Economic Opportunity's (DCEO) Community Development Assistance program (CDAP), which was in turn funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program established under the Federal Housing Community Development Act of 1974; and

WHEREAS, HUD recently advised DCEO to review and improve its administration of the RLF program and, per HUD Notice CPD-04-11 issued on October 27, 2004, an RLF capitalized prior to October 1, 1992 no longer holds a federal identity and, thus, may be expended in any manner deemed appropriate by the community; and

WHEREAS, Kendall County's RLF was last capitalized prior to October 1, 1992; and

WHEREAS, on or about October 11, 2016, the DCEO notified Kendall County that Kendall County's RLF is considered dissolved and no further reporting to DCEO is required; and

WHEREAS, the DCEO also notified Kendall County that Kendall County may use the remaining funds in the RLF in whatever manner it deems appropriate; and

WHEREAS, as of the date of adoption of this Ordinance, Kendall County has approximately a \$1,872,221.07 reserve balance in its RLF; and

WHEREAS, Kendall County previously adopted a RLF Strategy in October of 2006, which complied with DCEO rules and regulations; and

WHEREAS, the Kendall County Board wants to amend the parameters and procedures for the application, distribution, use, and collection of Kendall County's RLF funds now that Kendall County's RLF is no longer subject to DCEO rules and regulations; and

NOW, THEREFORE, BE IT ORDAINED, by this County Board of Kendall County, Illinois that:

1. The Kendall County Board hereby amends its RLF Strategy (previously approved in October of 2006) and replaces it with the Kendall County Revolving Loan Fund Recapture Strategy ("the Strategy"), which is attached hereto as **Exhibit 1** and incorporated herein by reference.

2. This Ordinance and the Strategy shall be in full force and effective immediately upon its adoption as provided by law.

3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance and the Strategy are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance and/or the Strategy are declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance and the Strategy.

4. This Ordinance and the Strategy may be amended or repealed only by a majority vote of the Kendall County Board members present for said vote.

ADOPTED and APPROVED this 19th day of November, 2019.

Approved:

Attest:

Scott R. Gryder
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

KENDALL COUNTY ORDINANCE NO. 19-_____
EXHIBIT 1

COUNTY OF KENDALL
REVOLVING LOAN FUND PROGRAM
RECAPTURE STRATEGY



Kendall County
Office of Administrative Services
111 West Fox Street, Room 316
Yorkville, IL 60560
Phone: 630.553.4171
Fax: 630.553.4214
kendalledeco@co.kendall.il.us

Adopted: November 19, 2019

KENDALL COUNTY REVOLVING LOAN FUND RECAPTURE STRATEGY

A. Background

1. Kendall County, Illinois (Kendall County) maintains a Revolving Loan Fund (RLF), which was capitalized by the Illinois Department of Commerce and Economic Opportunity's (DCEO) Community Development Assistance program (CDAP), which was in turn funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program established under the Federal Housing Community Development Act of 1974.
2. HUD recently advised the DCEO to review and improve its administration of the RLF program and, per HUD Notice CPD-04-11 issued on October 27, 2004, an RLF capitalized prior to October 1, 1992 no longer holds a federal identity and, thus, may be expended in any manner deemed appropriate by the community.
3. Kendall County's RLF was last capitalized prior to October 1, 1992.
4. On or about October 11, 2016, the DCEO notified Kendall County that Kendall County's RLF is considered dissolved and no further reporting to DCEO is required. Also, the DCEO notified Kendall County that Kendall County may use the remaining funds in the RLF in whatever manner it deems appropriate.
5. Accordingly, the Kendall County Board has adopted this Revolving Loan Fund Recapture Strategy ("the Strategy") to amend and update the parameters and procedures for the continued application, distribution, use, and collection of Kendall County's RLF funds.

B. Revolving Loan Fund Goals and Objectives

Kendall County hereby adopts the following goals and objectives for its RLF and the RLF loans granted by Kendall County pursuant to the Strategy:

1. The RLF and RLF loans should stimulate economic growth in Kendall County by assisting with the retention and growth of the existing industrial and commercial base in Kendall County; by providing needed equity to new start-up businesses in Kendall County; and by providing an incentive for established businesses to relocate to Kendall County.
2. The RLF and RLF loans should assist new or existing Kendall County businesses in creating and retaining jobs.
3. The RLF and RLF loans should increase the Kendall County property and sales tax base.

4. The RLF and RLF loans should provide businesses with the opportunity to expand business activities in Kendall County.
5. The RLF and RLF loans should encourage partnerships local, private, financial institutions, Kendall County, and the business seeking the loan.
6. The RLF and RLF loans should encourage and leverage loans to municipalities to create or expand their own Revolving Loan Funds.
7. The RLF and RLF loans should assist Kendall County in growing the Kendall County Revolving Loan Fund.

C. Procedures for Application and Management of RLF Loans

Kendall County hereby adopts the following procedures for the application and management of RLF loans granted by Kendall County pursuant to the Strategy:

1. Pre-Application Procedures.

- a. Any business or municipality interested in applying for a Kendall County RLF loan should contact Kendall County’s Economic Development staff to begin the pre-application stage for a Kendall County RLF loan.
- b. Kendall County’s Economic Development staff will then provide and assist the potential applicant with completing Kendall County’s RLF pre-application questionnaire. A true and correct copy of the Kendall County RLF pre-application questionnaire is attached hereto as **Exhibit A**.
- c. Upon the applicant’s completion of the pre-application, Kendall County’s Economic Development staff will promptly present the applicant’s pre-application questionnaire to the Kendall County Board’s Economic Development Committee (“Committee”). The Committee will review the applicant’s pre-application and determine (by a majority vote of the Committee members present) whether to advance the applicant to the RLF application stage, which is set forth in Section C(2) below.

2. Application Procedures.

- a. Upon approval of the pre-application, Kendall County’s Economic Development staff will provide and assist an applicant with completing Kendall County’s RLF loan application. A true and correct copy of the Kendall County RLF loan application is attached hereto as **Exhibit B**.
- b. Upon the applicant’s completion of the RLF loan application, Kendall County’s Economic Development staff will promptly present the

applicant's RLF loan application to the Committee. The Committee will then review the loan application. The Committee may request additional information, reschedule the vote, and/or vote on whether it is recommending approval or denial of the applicant's RLF loan application. The Committee's recommendation for approval of the applicant's RLF loan application requires a majority vote of the Committee members present for said vote.

- c. If the Committee provides a positive recommendation, the applicant's RLF loan documents (e.g. amortization schedules, commitment agreements, liens, title policies, security recordings, transfer tax declarations, and security releases) will be presented to the Kendall County Board (County Board or Board). The County Board will then review the loan documents. The County Board may request additional information, reschedule the vote, and/or vote on whether to approve or deny the applicant's RLF loan application. Votes required for passage of each type of loan is specified under the section.

3. Post-Loan Approval/Collection Procedures

- a. Kendall County's Economic Development staff shall be responsible for the following duties regarding and relating to Kendall County's approved RLF loans:
 - i. Oversee loan processing by performing tasks including, but not limited to the following:
 - A. Gather all of the necessary terms and information required to complete the loan documents;
 - B. Prepare the loan's amortization schedule;
 - C. Provide all loan terms and amortization schedules to Kendall County's legal counsel who will prepare the loan documents (e.g., commitment agreements, liens, title policies, security recordings, transfer tax declarations, amortization schedules and security releases);
 - D. Coordinate and administer the loan closing and recording of all required loan documents;
 - E. Maintain copies of all executed loan documents; and
 - F. Any other duties reasonably necessary to process Kendall County RLF loans.
 - ii. Monitor repayments and all special conditions placed on the RLF loans;
 - iii. Timely notify the Committee and Kendall County's legal counsel of any and all RLF loan delinquencies;

- iv. Prepare and provide reports and documents, as requested by the County Administrator, Kendall County Board and/or Kendall County's legal counsel regarding or related to Kendall County's RLF loans; and
 - v. Serve as the primary contact between Kendall County and the borrowers regarding or relating to Kendall County's RLF loans.
 - b. The Kendall County Treasurer's Office shall assist the Kendall County Economic Development staff with monitoring repayment and overseeing collections for all Kendall County RLF loans.
 - c. Kendall County is prohibited from forgiving any loan granted through the RLF.
 - d. Kendall County shall pursue all legal remedies to collect and recover debts due from delinquent loans. The Kendall County Board shall initiate any legal remedies. Legal remedies may include all remedies set forth in the applicable loan documents as well as any and all other remedies permitted pursuant to federal and state laws, including, but not limited to, efforts to collect and pursue the interests of the RLF through bankruptcy court. The Kendall County State's Attorney's Office and/or legal counsel designated by the Kendall County State's Attorney, shall represent Kendall County in all such collection proceedings.
 - e. Kendall County and its elected offices may obtain reimbursement from the RLF for their reasonable and necessary administrative expenses related to the RLF and RLF loans.
 - i. Permitted administrative expenses may include, but are not limited to salaries, supplies, and utilities.
 - ii. To obtain reimbursement for administrative expenses, the expenses must be documented in writing (e.g., a receipt, bill or invoice) and reimbursement must be pre-approved by a majority vote of Kendall County Board members present for said vote.
 - iii. Not more than ten percent (10%) of the annual revenue to Kendall County's RLF account, or a maximum of \$5,000, whichever is less, may be used for reimbursement of administrative expenses on an annual basis from December 1 through November 30th of the following year.
 - iv. Reimbursements are approved through the annual budget process.

D. Revolving Loan Fund Guidelines

Kendall County hereby adopts the following guidelines for its RLF and the RLF loans granted by Kendall County pursuant to the Strategy:

1. All projects funded, directly or indirectly, with Kendall County RLF monies must be located in Kendall County. No RLF loans shall be approved for projects outside of Kendall County.
2. The Kendall County RLF will provide three different categories of RLF loans: private business RLF loans, municipal RLF loans, and Kendall County inter-fund RLF loans for non-economic development purposes. Only when at least Four Hundred Thousand Dollars (\$400,000) in the total amount of funds available in the RLF shall municipal and inter-fund loans be given, and shall not draw down to less than Four Hundred Thousand Dollars (\$400,000). The guidelines for each category of loan is as follows:

a. Private Business RLF Loans

- i. Private Business RLF loans may only be used to assist the existing industrial and commercial base in Kendall County, startup businesses in Kendall County and/or established businesses relocating to Kendall County.
- ii. Private Business RLF loans will be reviewed and processed on a first come, first serve basis as Kendall County expects to receive more applications for more money than is available in the RLF.
- iii. Private Business RLF loan applications that demonstrate the greatest potential for meeting the goals and objectives of the RLF Strategy will be given the highest priority.
- iv. Private Business RLF loan funds may only be used for the following purposes:
 1. Site development/infrastructure extension costs;
 2. Construction of new facility or additions;
 3. Renovation of existing facilities;
 4. Leasehold improvements;
 5. Purchase of new or used machinery or equipment; and/or
 6. Working Capital.
- v. Projects of a speculative nature are ineligible for Private Business RLF loan funding.
- vi. Private Business RLF loans shall not exceed \$100,000 per loan.

- vii. Private Business RLF loans shall have a term of at least three (3) years and no more than seven (7) years.
- viii. Private Business RLF loans must have an interest rate between the Federal Prime rate (Prime Rate) and the Prime Rate plus three percent (3%), but may be no less than two percent (2%). The Economic Development Committee shall recommend an interest rate to the Kendall County Board, which shall set the interest rate. The Prime Rate shall be calculated as the Prime rate that exists on the day the loan application is approved by the County Board.
- ix. Full pre-payment is allowed without penalty where only principal and accrued interest to date is due.

b. Municipal RLF loans

- i. Kendall County may award Municipal RLF loans only to applicants who are units of municipal governments (as defined in Article VII, Section 1 of the Illinois Constitution of 1970, as amended), which are located in Kendall County.
- ii. Municipal RLF loans will be reviewed and processed on a first come, first serve basis as Kendall County expects to receive more applications for more money than is available in the RLF.
- iii. Municipal RLF loan applications that demonstrate the greatest potential for meeting the goals and objectives of the RLF Strategy will be given the highest priority.
- iv. Kendall County's Municipal RLF loan funds must be used for economic development purposes within Kendall County. "Economic development purposes" are defined as a project that satisfies one or more of the following goals, as determined by the Economic Development Committee:
 - 1. The project will result in the increase in Equalized Assessed Value for the property located in Kendall County where the project is to be completed;
 - 2. The project creates or retains jobs in Kendall County; and/or
 - 3. The project directly supports another project that accomplishes either (D)(2)(b)(1) or (D)(2)(b)(2) above.

- v. Municipal RLF loans shall have a term of at least three (3) years and no more than seven (7) years.
- vi. The Economic Development Committee shall recommend an interest rate for all Municipal RLF loans to the County Board for final approval. Recommendations shall be no higher than the Federal Prime Rate and no lower than the Federal Funds Rate.
- vii. A Municipal RLF loan shall not exceed \$750,000:
- viii. Full pre-payment of Municipal RLF loans is allowed without penalty where only principal and accrued interest to date is due.

c. County Inter-Fund RLF Loans

- i. County Inter-Fund RLF Loans must be used by Kendall County for specific projects funded by Kendall County, which have a defined cost and time frame at the time of loan approval.
- ii. County Inter-Fund RLF Loans shall be for emergency or cash flow purposes when the expense cannot be paid from other Kendall County funds. The Kendall County Board shall make this determination.
 - 1. An “emergency purpose” is defined as an unforeseen, non-budgeted expense.
 - 2. A “cash flow purpose” is defined as a budgeted project where the budgeted County fund does not have the cash on hand to complete the project.
- iii. A County Inter-Fund RLF Loan amount shall not exceed \$750,000.
- iv. A maximum combined total of \$750,000 of Kendall County’s RLF may be loaned by Kendall County to itself at any time for County Inter-Fund RLF Loans.
- v. County Inter-fund RLF Loans require approval of a majority vote of the full County Board.
- vi. For each approved County Inter-Fund RLF Loan, Kendall County must record a loan document with the Kendall County Clerk’s Office. The loan document must be approved by a majority vote of the full County Board at the time the actual loan is approved by

the County Board. The loan document must specify the receiving Kendall County fund; the project name; a description of the project and what the Kendall County Inter-Fund RLF loan will be used for; the total loan amount; the term of the loan; and the interest rate.

- vii. Kendall County must deposit the County Inter-Fund RLF Loan amounts into the specific Kendall County fund, which Kendall County designated to fund the specific project at issue. Kendall County shall not use the County Inter-Fund RLF loan amounts for any purpose other than for the specific project and purpose identified in Kendall County's loan document.
- viii. County Inter-Fund RLF Loans may not have a term exceeding two (2) years. This is to maintain funds in the RLF for the main purpose of economic development.
- ix. Kendall County must begin repayment of its County Inter-Fund RLF loan within twelve (12) months after the County Board approved the loan.
- x. County Inter-Fund RLF Loans shall have an interest rate at least equal to the Federal Fund Rate at the time the Inter-Fund RLF Loan is approved by the County Board. The County Board may approve an interest rate above the Federal Fund Rate at the time it approves the loan.