



**Kendall County Board Agenda**  
**Adjourned September Meeting**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Room 209, Yorkville, IL 60560**  
**Tuesday November 19, 2024, at 9:00 AM**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Truth in Taxation Public Hearing to Approve Kendall County 2024 Property Tax Levy
8. Special Recognition
9. Public Comment
10. Consent Agenda
  - A. Approval of County Board minutes from October 15, 2024 (p.4)
  - B. Approval of Standing Committee minutes (p.8)
  - C. Approval of Claims in the amount of \$2,075,470.91 from November 15, 2024
  - D. Approval of Revised Finance & Budget Analyst Job Description (p.44)
  - E. Approval of Full-Time Code Enforcement Officer Job Description
  - F. Approval of Chief Information Officer Job Description
  - G. Approval of IT Systems Manager Job Description
  - H. Approval of IT Project Manager Job Description
  - I. Approval of Revised Deputy Director of Information, Communication and Technology Job Description
  - J. Approval of Revised Systems Administrator Job Description
  - K. Approval of Helpdesk Supervisor Job Description
  - L. Approval of Revised Computer Support Specialist Job Description
  - M. Approval of Memorandum of Understanding between Oswego Township and Kendall County Emergency Management for Vehicle Transfer (p.79)
  - N. Approval of Petition 24-26, a Request from Timothy A. Tremain for a Map Amendment Rezoning the Property Between 11237 and 11209 River Road, Plano, in Bristol Township (PINs: 02-30-400-013 and 02-31-201-014) from R-1 One Family Residential District to R-3 One Family Residential District (p.81)
  - O. Approval of Petition 24-28, Request from Peter J. and Laurie Jo Pasteris on Behalf of the Peter J. Pasteris, Jr. Revocable Declaration of Living Trust for a Major Amendment to a Special Use Permit for a Banquet Facility Granted by Ordinance 2015-06 at 1998 Johnson Road, Oswego (PINs: 06-11-100-004, 06-11-100-008, and 06-10-200-001) in Na-Au-Say Township by Amending the Site Plan by Replacing the Tent with a Permanent Building, Expanding the Special Use Permit Area, Increasing the Capacity of Attendees at Events, Changing the Operating Season to Year-Round, Replacing the Mobile Restroom Facilities with Permanent Restroom Facilities, and Having the Ability to Install Signage in the Future; Property is Zoned A-1 with a Special Use Permit (p.87)
  - P. Approval of the 2024 Noxious Weed Annual Report (p.96)
  - Q. Approval of the low bid of Truck Centers in the amount of \$135,357 for a 2025 Western Star tandem axle cab & chassis
  - R. Approval of the low bid of \$84,232 from Grainco FS, Inc. for the annual purchase of 12,000 gallons of unleaded gas and 20,000 gallons of diesel fuel for FY 2025 (p.101)
  - S. Approval of the 2024 – 2044 Long-Range Transportation Plan
  - T. Approval of Renewal for 2025 property, casualty, liability, workers' compensation, and cyber insurance with total annual premium of \$873,435 (option #3 with \$250,000 deductible/retention option) (p.102)
  - U. Approval of the Solid Waste Plan (p.124)
  - V. Approval of amendment to the October 04, 2022, grant agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211 Inc (p.147)

- W. Approval of amendment to the October 17, 2023, and February 7, 2023, grant agreements for disbursement and use of Kendall County American Rescue Plan Act Funds with Village of Oswego (p. 151)
- X. Approval of a contract for installing security cameras for Health and Human Services and Animal Control, and video storage and ethernet switch and support totaling \$35,724.97 (p.160)
- Y. Approval of Accounts Payable stipend for Jennifer Breault, Finance and Budget Analyst, in the amount of \$1,000 a month to be paid in bi-weekly installments pursuant to Kendall County's regular payroll schedule, effective retroactively to September 12, 2024. (p.174)
- Z. Approval of a Resolution extending the Connect Kendall County Commission
- AA. Approval of Employee List for the Regional Office of Education (p.179)
- BB. Approve County Health Fund Levy 2024 payable 2025 in an amount not to exceed \$1,511,000 (p.180)
- CC. Approve Veteran's Assistance Commission Fund Levy 2024 payable 2025 in an amount not to exceed \$519,287
- DD. Approve Tuberculosis Fund Levy 2024 payable 2025 in an amount not to exceed \$30,000
- EE. Approve Liability Insurance Fund Levy 2024 payable 2025 in an amount not to exceed \$1,537,565
- FF. Approve Social Security Fund Levy 2024 payable 2025 in an amount not to exceed \$1,200,001
- GG. Approve Illinois Municipal Retirement Fund Levy 2024 payable 2025 in an amount not to exceed \$2,620,127
- HH. Approve County Bridge Fund Levy 2024 payable 2025 in an amount not to exceed \$500,000
- II. Approve County Highway Fund Levy 2024 payable 2025 in an amount not to exceed \$1,500,000
- JJ. Approve Extension Education Fund Levy 2024 payable 2025 in an amount not to exceed \$197,863
- KK. Approve Senior Citizen Social Services Fund Levy 2024 payable 2025 in an amount not to exceed \$406,500
- LL. Approve General Fund Levy 2024 payable 2025 in an amount not to exceed \$16,342,749
- MM. Approve 708 Mental Health Fund Levy 2024 payable 2025 in an amount not to exceed \$1,098,107
- 11. New Business
  - A. Agreement Between Illinois Fraternal Order of Police Labor Council, Kendall County, and the Kendall County Sheriff for the Kendall County Sheriff's Office Full-Time Records Clerks Bargaining Unit effective December 1, 2024, through November 30, 2029 (p.206)
  - B. Agreement Between Illinois Fraternal Order of Police Labor Council, Kendall County, Illinois, and the Kendall County Sheriff for the Kendall County Sheriff's Police Bargaining Unit (Corrections Deputies) effective December 1, 2024, through November 30, 2028 (p. 249)
- 12. Elected Officials and Department Reports
  - A. Sheriff (Report included in packet) (p.303)
  - B. County Clerk and Recorder (Report included in packet) (p.309)
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner (Report included in packet) (p.310)
  - G. Health Department
  - H. Supervisor of Assessments
  - I. Regional Office of Education
  - J. EMA
  - K. Public Defender (Report included in packet) (p.313)
  - L. VAC

13. Standing Committee Reports

A. Human Resource and Insurance –

- i. Approval of Revised Organizational Chart & Approved Headcount ([p.315](#))
- ii. Approval of intergovernmental Agreement between Kendall County and the Health Department regarding Inspector General’s services ([p.317](#))

14. Special Committee Reports

15. Liaison Reports

16. Other Business

17. Chairman’s Report

Appointments

Zach Bachmann – Connect Kendall County Commission 2-year Term- Expires November 2026

Ruben Rodriguez - Connect Kendall County Commission 2-year Term - Expires November 2026

Seth Wormley - Connect Kendall County Commission 2-year Term - Expires November 2026

Shelley Augustine - Connect Kendall County Commission 2-year Term - Expires November 2026

Jackie Kowalski - Connect Kendall County Commission 2-year Term - Expires November 2026

Jason Langston - Connect Kendall County Commission 2-year Term - Expires November 2026

James Marter II - Connect Kendall County Commission 2-year Term - Expires November 2026

Raphael Obafemi - Connect Kendall County Commission 2-year Term - Expires November 2026

Joe Renzetti - Connect Kendall County Commission 2-year Term - Expires November 2026

18. Public Comment

19. Questions from the press

20. Executive Session

21. 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*

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
October 15, 2024**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, October 15, 2024, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Ruben Rodriguez, Brooke Shanley (9:04am), and Seth Wormley. Member(s) absent: Jason Peterson.

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

**PLEDGE OF ALLEGIANCE**

Chairman Kellogg led the Pledge of Allegiance.

**INVOCATION**

Jordan Gash from the Restore Church and the Chaplin program gave the invocation.

**THE AGENDA**

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

**PUBLIC COMMENT**

Jordan Gash thanked the board for all they do for the community.

**CONSENT AGENDA**

Member Koukol moved to approve the consent agenda.

- A. Approval of County Board minutes from September 17, 2024
- B. Approval of Standing Committee minutes
- C. Approval of Release the Minutes of the Planning, Building and Zoning Committee's Executive Session of October 7, 2024
- D. Approval of Claims in the amount of \$1,404,885.01 from October 15, 2024
- E. Approval of Business Associate Agreement Between Kendall County and the Intergovernmental Personnel Benefit Cooperative
- F. Approval of Revised Address and Name Change Form
- G. Approval of Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook) effective January 1, 2025
- H. Approval of Revised Policy Against Unlawful Discrimination, Harassment, and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective January 1, 2025
- I. Approval of Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook) effective January 1, 2025
- J. Approval of Revised Organizational Chart and Headcount
- K. Approval of Petition 24-22, from Leo M. Phillipp for a Map Amendment Rezoning 10835 Legion Road, Yorkville, in Kendall Township (PIN: 05-08-301-002) from A-1 Agricultural District to R-1 One-Family Residential District
- L. Approval of the 2025 Comprehensive Noxious Weed Work Plan
- M. Approval of Petition 24-21, A Request from Scott L. and Cheryl A. Hill on Behalf of the Hill Living Trust for a Map Amendment Rezoning the Property Between 15715 and 15609 Miller Road, Plano, in Little Rock Township (PIN: 01-09-401-013) from A-1 Agricultural District to R-1 One-Family Residential District and a Variance to Section 8:02.D.1 of the Kendall County Zoning Ordinance Reducing the Required Minimum Width of a Lot at the Building Line from 200 Feet to 40 Feet
- N. Approve the Intergovernmental Agreement between Kendall County and Cook County for the housing of Cook County inmates within the Kendall County Jail. The per diem rate is increasing to \$75.00 a day, and the agreement is set to expire on November 30, 2026, unless terminated by either party prior to that date with thirty days' notice
- O. Approval of an Ordinance for the Establishment of Altered Speed Zones on Various Township Roads (Ashe Road)
- P. Approval of a Resolution awarding contracts to the low bidders for the following projects:



20-00158-00-DR to D Construction, Inc. in the amount of \$2,549,452.30  
 22-04115-00-BR to Riber Construction, Inc. in the amount of \$665,874.48  
 23-00173-00-BR to D Construction, Inc. in the amount of \$1,811,115.38

- Q. Approval of a Resolution granting authority to the Sheriff to purchase a used corrections van on behalf of the Kendall County Board not to exceed \$65,000
- R. Approval of a Resolution granting authority to Facilities Director to purchase a used van on behalf of the Kendall County Board not to exceed \$50,000
- S. Approval of an Intergovernmental Agreement for Administrative and Financial Services Between Kendall County and the Kendall County Forest Preserve District

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

**C) COMBINED CLAIMS:** ADMIN \$729.89; AC \$1,218.32; ASSMNTS \$37.52; CIR CLK \$17,127.41; CIR CRT JDG \$9,884.21; CMB CRT SRVCS \$3,258.95; CRRCTNS \$54,855.37; CNTY ADMIN \$1,762.59; CNTY BRD \$107,976.90; CNTY CLK \$47,250.31; HIGHWAY \$673,922.40; CNTY TRSR \$3,249.79; ELCTNS \$12,102.40; EMA \$2,807.82 FCLT MGMT \$44,816.70; GIS COORD \$1,256.54; HLTH & HMN SRV \$19,909.08; JRY COMM \$207.16; MERIT \$11,750.00; PBZ \$4,397.64; PRSDNG JDG \$11,879.80; PROB SPVSR \$13,455.76; PUB DEF \$790.20; ROE \$8,013.92; SHRF \$33,966.24; ST ATTNY \$19,113.41; TECH \$17,137.14; TRES \$99.90; UTIL \$88,715.61; VET \$2,099.00; FP \$33,618.39; SHF \$94,584.25; SHF \$56,705.49; SHF \$39,803.29

**K)** A complete copy of Ordinance 24-33 is available in the Office of the County Clerk.

**M)** A complete copy of Ordinance 24-34 is available in the Office of the County Clerk.

**N)** A complete copy of IGAM 24-27 is available in the Office of the County Clerk.

**O)** A complete copy of Ordinance 24-35 is available in the Office of the County Clerk.

**P)** A complete copy of Resolution 24-25 is available in the Office of the County Clerk.

**Q)** A complete copy of Resolution 24-26 is available in the Office of the County Clerk.

**S)** A complete copy of IGAM 24-28 is available in the Office of the County Clerk.

## ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

### Sheriff

Sheriff Baird stated that the officers involved in the shooting incident are doing fine.

### County Clerk & Recorder

Revenue Report		9/1/24-9/30/24	9/1/23-9/30/23	9/1/22-9/30/22
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$589.00	\$591.50	\$706.00
MARFEE	County Clerk Fees - Marriage License	\$2,220.00	\$2,280.00	\$2,760.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	
ASSUME	County Clerk Fees - Assumed Name	\$45.00	\$25.00	\$65.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,260.00	\$1,666.00	\$2,152.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$20.00
MISINC	County Clerk Fees - Misc	\$35.00	\$3.00	\$77.00
	County Clerk Fees - Misc Total	\$5,149.00	\$4,595.50	\$5,780.00
RECFEE	County Clerk Fees - Recording	\$22,245.00	\$21,609.00	\$25,483.00
	Total County Clerk Fees	\$27,394.00	\$26,204.50	\$31,263.00
CTYREV	County Revenue	\$53,337.00	\$48,644.25	\$53,482.75
DCSTOR	Doc Storage	\$19,354.55	\$12,570.50	\$14,809.00
GISMAP	GIS Mapping	\$40,170.00	\$39,930.00	\$47,010.00
GISRCD	GIS Recording	\$8,135.50	\$2,662.00	\$3,134.00

INTRST	Interest	\$71.50	\$89.28	\$37.71
RECMIS	Recorder's Misc	\$3,408.75	\$706.50	\$3,558.25
RHSP	RHSP/Housing Surcharge	\$21,204.00	\$21,294.00	\$12,708.00
TAXCRT	Tax Certificate Fee	\$320.00	\$960.00	\$320.00
TAXFEE	Tax Sale Fees	\$50.00		
PSTFEE	Postage Fees	\$29.55		
CK # 19917	To KC Treasurer	\$173,474.85	\$153,061.03	\$166,322.71

County Clerk Debbie Gillette spoke about the upcoming election.

#### **Treasurer**

Report is in the packet.

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

Circuit Clerk Matt Prochaska reviewed the report in the packet as spoke about the new manual of recordkeeping.

#### **Coroner**

Coroner Jacquie Purcell reviewed the report.

#### **Health Department**

Executive Director RaeAnn VanGundy stated that the Solid Waste Plan is complete, and her team spoke about Lung Cancer Awareness.

#### **Supervisor of Assessments**

Supervisor of Assessments Andy Nicoletti presented information regarding the change in assessment and how it affects the tax rate.

#### **EMA**

Director Roger Bonuchi talked about the Incident Action Plan and the 2 new vehicles added to their fleet.

#### **VAC**

Superintendent Tim Stubinger provided a report on assistances provided to the community.

### **STANDING COMMITTEE REPORTS**

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

##### **Petition 24-14**

Member DeBolt moved to approve the Petition 24-14, A Request from Tim O'Brien on Behalf of Seward Township for an Amendment to the Future Land Use Map Contained in the Land Resource Management Plan by Adopting a New Future Land Use Map for Seward Township and Related Text Changes. Member Rodriguez seconded the motion.

Shorewood Mayor CC DeBold commented that he supports development because it helps our taxes and that growth is coming.

Members discussed commercial development , the process for approval of the plan, the importance of the future land map and expansion.

Member Koukol moved to table the motion. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. Members voting aye include Flowers, Koukol and Shanley. Members voting nay include Bachmann, DeBolt, Gengler, Kellogg, Rodriguez, and Wormley. **Motion failed 6-3.**

Chairman Kellogg asked for a roll call vote on the original motion. All members present voting aye except Flowers and Shanley. **Motion failed 7-2.**

## CHAIRMAN'S REPORT

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

### Appointments

Andrew Steinbach (Member at Large) – KenCom Executive Board – No Term Limit

## QUESTIONS FROM THE PRESS

Ethan Kruger from WSPY asked if Seward Township will need to start from scratch to amend the plan.

## EXECUTIVE SESSION

Member Flowers made a motion to go into Executive Session for (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Shanley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## ADJOURNMENT

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

Approved and submitted this 18th day of October 2024.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**HUMAN RESOURCES AND INSURANCE COMMITTEE**  
**Meeting Minutes for Monday, October 7, 2024, at 5:30 p.m.**

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**Call to Order**

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:31p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Here		
Jason Peterson	Here		
Elizabeth Flowers	Here		
Zach Bachmann	Absent		
Matt Kellogg	Here		

**With 4 members present a quorum was established.**

**Staff Present:** Leslie Johnson, Tricia Springman, Kayla Korey

**Approval of Agenda** – Member Kellogg made a motion to approve the agenda, second by Member Peterson. **With 4 members voting aye, the motion was carried by a vote of 4 -0.**

**Approval of Minutes-** Member Peterson made a motion to approve August 5, 2024, minutes, second by Member Flowers. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

**Committee Reports and Updates** –

**A. Monthly Benefits Report (page 6 in packet)**

Human Resources Director Leslie Johnson guided the committee to page 6 of the packet to review the Deputy Treasurer's monthly report. She noted that the dental insurance premium for this year has exceeded the budgeted amount, as the allocation for this year was inexplicably lower than last year's.

**B. Monthly Human Resources Department Report (page 8 in packet)**

Ms. Johnson directed the committee to page 8 in the meeting packet. Leslie Johnson introduced Kayla Korey, the fall intern from the Kendall County Human Resources Department. Kayla is currently assisting the department with the transition to Laserfiche, preparing benefit spotlight emails, and ensuring compliance with OSHA requirements for all positions. Ms. Johnson would also like to inform the committee that, due to the property appraisal, the premium for ICRMT is likely to increase by up to 18%. This anticipated increase is also attributable to the number of vehicles purchased and the extent of insured inland marine equipment.

Ms. Johnson informed the committee that the Benefits Fair is scheduled for November 6th and 7th. Open enrollment will begin on November 11 and conclude on November 30. Ms. Johnson attended the first board of directors meeting with IPBC, and a copy of the meeting's report has been emailed to the Kendall County Board. Lastly, nominations for the Employee of the Year award are due by October 31, 2024.

### **C. Executime & Tyler Munis Update (page 9 in packet)**

HR Generalist Tricia Springman provided an update to the committee regarding the Tyler Munis project. Since the last meeting, the following tasks have been successfully completed:

- Auditing and revising employee codes for accruals
- Conducting an audit for hourly and salary classifications
- Assigning classifications for hourly and salary positions
- Addressing duplicate positions
- Configuring hourly pay codes in both Munis and Executime

The following items remain pending:

- Implementation of geofencing
- Testing across departments
- Importing testing data
- Transitioning from test to live environment
- Gradiance import

The departments that have undergone testing include Assessments, Treasurers, Circuit Clerk, Veterans Assistance Commission (VAC), Coroner, County Clerk & Recorders, Administration, Human Resources, Planning, Building & Zoning (PBZ), State's Attorney, Geographic Information Systems (GIS), Emergency Management Agency (EMA), Forest Preserve, and the Highway Department. The departments that still require testing include Health and Human Services (HHS), Court Services, Public Defender, Probation, and Highway.

### **New Committee Business –**

#### **A. Business Associate Agreement Between Kendall County and the Intergovernmental Personnel Benefit Cooperative Effective January 1, 2025**

This agreement is established between Kendall County and IPBC and is mandated by HIPAA regulations. It necessitates that both Kendall County and IPBC ensure the confidentiality of protected health information.

**Member Peterson made a motion to forward to County Board meeting, second by member Kellogg. With 4 members voting aye, the motion was carried by a vote of 4-0.**

#### **B. Revised Address and Name Change Form.**

The updated address and name change form includes a requirement for employees to provide proof of their name change. This can be submitted in the form of a social security card along with one of the following: marriage license, driver's license, court documents, or relevant paperwork. This documentation is necessary to comply with payroll and IMRF requirements.

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

#### **C. Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook) effective January 1, 2025**

The updated Generative Artificial Intelligence (AI) chatbot usage policy will replace the current policy outlined in section 9.6 of the Kendall County Employee Handbook, effective January 1, 2025. These proposed changes are necessary in response to recent amendments to the Illinois Human Rights Act and data privacy regulations.

**Member Kellogg made a motion to forward to County Board meeting, second by member Peterson. With 4 members voting aye, the motion was carried by a vote of 4-0.**

- D. Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) Effective January 1, 2025

The revised policy addressing unlawful Discrimination, Harassment, and Sexual Misconduct will supersede the existing policy in section 2.1 of the Kendall County Employee Handbook, effective January 1, 2025. The changes in purpose align with the recent amendments to the Illinois Human Rights Act, which include "actual or perceived family responsibilities" and "actual or perceived reproductive health decisions" as additional protected categories under the state's anti-discrimination law.

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

- E. Revised Insurance Benefits Policy (Section 7.1 in the The Kendall County Employee Handbook) effective January 1, 2025

The revised Insurance Benefits Policy is intended to replace the current policy outlined in Section 7.1 of the Kendall County Employee Handbook, effective January 1, 2025. The proposed changes aim to provide employees with clear guidance on when and how to inform the County's benefits administrator of any changes to their personal status, including the addition or removal of dependents from any of the County's employee benefit plans. This update to the County's existing Insurance Benefits Policy has been recommended by the IPBC.

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

- F. Revised Organizational Chart and Headcount

The Revised Organizational Chart and Headcount reflect an update to the County's organizational structure, including the addition of a part-time GIS Cadastral Technician position.

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

**Old Committee Business** – None

**Chairman's Report** –None

**Public Comment** – None

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

Elizabeth Flowers	Yes
Jason Peterson	Yes
Matt Kellogg	Yes
Zach Bachmann	Absent



Ruben Rodriguez	Yes
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Open Session reconvened at 5:57pm

**Items for the Committee of the Whole Meeting** – None

**Action Items for County Board** –

**1. Under Consent Agenda**

- a. Business Associate Agreement Between Kendall County and the Intergovernmental Personnel Benefit Cooperative effective January 1, 2025
- b. Revised Address and Name Change Form
- c. Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook) effective January 1, 2025
- d. Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective January 1, 2025
- e. Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook) effective January 1, 2025
- f. Revised Organizational Chart and Headcount

**2. Items for Committee Business**

**Adjournment** – Member Flowers made a motion to adjourn, second by Member Kellogg. **With members present in agreement, the meeting was adjourned at 5:57 p.m.**

Respectfully submitted,  
Nancy Villa  
Executive Administrative Assistant

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**

***Kendall County Office Building***

***Rooms 209 and 210***

***111 W. Fox Street, Yorkville, Illinois***

***6:30 p.m.***

**Meeting Minutes of October 7, 2024**

**CALL TO ORDER**

The meeting was called to order by Chairman Wormley at 6:30 p.m.

**ROLL CALL**

Committee Members Present: Elizabeth Flowers Dan Koukol, Ruben Rodriguez, Brooke Shanley, and Seth Wormley

Committee Members Absent: None

Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Office Assistant, Dan Kramer, Leo Phillip, and Claire Wilson

**APPROVAL OF AGENDA**

Member Koukol made a motion, seconded by Member Flowers, to approve the agenda as presented. With a voice vote of five (5) ayes, the motion carried.

**APPROVAL OF MINUTES**

Member Rodriguez made a motion, seconded by Member Koukol, to approve the minutes of the September 9, 2024, meeting. With a voice vote of five (5) ayes, the motion carried.

**PUBLIC COMMENT**

None

**EXPENDITURE REPORT**

*Review of Expenditures from the Previous Month*

The Committee reviewed the Expenditure Reports from September 2024.

**PETITIONS**

*Petition 24-14 Tim O'Brien on Behalf of Seward Township*

Mr. Asselmeier stated the Committee, at their June 10, 2024, meeting, gave Seward Township an extension to prepare an updated amendment. To date, Seward Township has not amended their original proposal.

The draft resolution was provided.

Member Koukol stated that the original extension was for sixty days (60) and became ninety (90) days; Member Koukol made the proposal to extend to ninety (90) days.

Chairman Wormley agreed with Member Koukol that Seward Township had a ninety (90) day extension to prepare an updated amendment. There was no updated amendment provided.

Chairman Wormley stated that Seward Township's proposal contradicts some of the most important infrastructure improvements the County has made over the last decade. The Ridge Road Corridor, entering in phase three (3), is a commercial corridor and part of Wikaduke Trail. Seward Township's plan did not make room for the advancement of the infrastructure improvements that have been made by the county.

Chairman Wormley would like the Committee to forward this petition to the County Board with a negative opinion.

Member Rodriguez stated that the County has given Seward Township the opportunity to come to a consensus with the County.

Member Koukol stated he would rather see Seward Township put their original proposal on hold or have it withdrawn than to receive a negative vote by the County Board.

Mr. Asselmeier stated that Seward Township voted to have this current proposal as their plan with the understanding that the County Board is going to reject Seward Township's proposal. Seward Township would have their plan and the County would have its plan. Seward Township would be able to use this plan to deny map amendments and variances that go before their board. Also, Seward Township can recommend denial on special use permits. In the case of map amendments and variances, Seward Township may file a formal legal objection based on their plan; it would take a super majority vote by the County Board to overrule Seward Township, which requires eight (8) votes out of (10) votes.

Member Flowers asked Mr. Asselmeier if he could go over the process that Seward Township had to go through to update their land use map. Mr. Asselmeier responded that townships can pass their own plan. The County can also have their own plan. Seward Township held meetings, open forums, and public hearings to make the residents aware of the proposal. At the County level, Seward Township held meetings with ZPAC, Regional Planning Commission, Zoning Board of Appeals and now with Planning, Building and Zoning Committee. Once those are completed, it will go to the County Board for a final vote.

Member Flowers asked if there were any objections prior to coming to the Planning, Building and Zoning Committee. Mr. Asselmeier stated that the Zoning Board of Appeals voted to forward the proposal without issuing a recommendation.

Member Shanley stated that she was not surprised that Seward Township did not have any representation at the Planning, Building and Zoning Committee meeting. The Township was following the proper procedures and received positive feedback until recently. Seward Township was being asked to do things that were not brought up in

prior meetings. Member Shanley stated she would not be in favor of forwarding the petition from Seward Township with a negative recommendation.

Member Flowers stated she would not be in favor of a negative recommendation for Seward Township.

Chairman Wormley spoke about how much the situation has changed since Seward Township's proposal was first proposed. The County instructed Seward Township to create their own map because Seward Township wanted something immediately. At that time, there was no funding available to update the County's plan.

Member Flowers spoke about projects being annexed into the municipalities.

Member Rodriguez made a motion, seconded by Member Koukol, to recommend to forward Seward Township's land use proposal to the County Board with a negative recommendation.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley

Nays (2): Flowers and Shanley

Abstain (0): None

Absent (0): None

The motion carried.

The proposal will go to the October 15, 2024, Kendall County Board meeting on the regular agenda.

Member Shanley stated that her purpose was to be an advocate for the county. Seward Township was following the instructions they were given, had several meetings, and until recently, received positive recommendations. The situation seems unfair and not transparent.

Member Koukol spoke about the amount of money spent on the roads. He would like to see more commercial land use classifications. Member Koukol stated that out of state companies look at the County's land use maps and, if they see mostly A-1 zoning, they will locate elsewhere. Member Koukol did not feel the proposal will pass the County Board. He would like to wait until the 2025 plan for the County to create their maps.

#### Petition 24-22 Leo M. Phillipp

Mr. Asselmeier summarized the request.

The Petitioners would like a map amendment rezoning approximately eleven point six more or less (11.6 +/-) acres of the approximately fifteen (15) acres located at the

northeast corner of Legion and East Highpoint Roads in order to construct approximately three (3) houses.

The application materials and zoning plat were provided.

The property is located at 10835 Legion Road.

In 1984, through Ordinance 84-06, the southwest corner of the property was rezoned to R-1.

In 1987, through Ordinance 87-27, the southwest corner of the property was rezoned back to A-1 and approximately three point three more or less (3.3 +/-) acres, where the current house, is placed was rezoned to R-1.

The total size of the property is approximately fifteen (15) acres.

The existing land use for the proposed rezoned portion of the property is Wooded.

The County's Land Resource Management Plan calls for the property to be Suburban Residential and Yorkville's Plan calls for the property to be Estate/Conservation Residential.

East Highpoint Road and Legion Road are Township maintained Minor Collectors.

Yorkville has a trail planned along East Highpoint Road.

There are no floodplains or wetlands on the property.

The current land uses of the adjacent properties are Agricultural and Single-Family Residential.

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

The County's Future Land Use Map calls for the area to be Suburban Residential (Max 1.0 DU/Acre) and Rural Residential (Max 0.65 DU/Acre). Yorkville's Future Land Use Map calls for the area to be Estate/Conservation Residential.

The properties within one half (1/2) mile are zoned A-1, A-1 SU, R-1, R-2, R-3, RPD-2, RPD-3, and B-4.

The A-1 special use permits to the east are for communication towers.

The A-1 special use permit to the west is for boarding horses.

EcoCAT Report submitted and consultation was terminated.

The application for NRI was submitted on July 19, 2024. The LESA Score was 133 indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Kendall Township on July 30, 2024. The Kendall Township Planning Commission reviewed the proposal at their meeting on September 16, 2024, and the Kendall Township Board reviewed the proposal at their meeting on September 17, 2024. Discussion occurred regarding the number of houses, the number

and location of driveway cuts, rights-of-way dedications, and the development of houses without doing a subdivision. The Kendall Township Planning Commission and Kendall Township Board recommended approval of the proposal with the caveats that driveway placements require prior approval by the Kendall Township Highway Commissioner and that right-of-way dedications forty feet (40') in depth from the centerlines of both Legion and East Highpoint Roads occur. An email outlining the Township's position was provided.

Petition information was sent to the United City of Yorkville on July 30, 2024. The Yorkville Planning and Zoning Commission reviewed the proposal at their meeting on September 11, 2024. The Yorkville Planning and Zoning Commission had no objections to the proposal. The Yorkville City Council reviewed the proposal on September 24, 2024, and expressed no objections to the proposal. An email from Yorkville was provided.

Petition information was sent to the Bristol-Kendall Fire Protection District on July 30, 2024. No comments received.

ZPAC reviewed this proposal at their meeting on August 6, 2024. Discussion occurred about rights-of-way dedications since the proposal would not involve a subdivision. The Petitioner's Attorney was agreeable to submitting a letter dedicating rights-of-way forty feet (40') in depth from the centerlines of East Highpoint and Legions Roads. ZPAC recommended approval of the map amendment by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

On August 21, 2024, the Petitioner's Attorney submitted an email requesting this proposal be continued to the September 25, 2024, Kendall County Regional Planning Commission meeting. At their meeting on August 28, 2024, the Kendall County Regional Planning Commission voted to continue this proposal as requested by the Petitioner. The minutes of this meeting were provided.

At their meeting on September 25, 2024, the Kendall County Regional Planning Commission discussed the timing of the right-of-way dedication, the locations of future driveways, and the locations of future homes. It was noted that Maple Lane was a private road and there were seven (7) homes on Maple Lane on approximately three (3) acre sized lots. Discussion occurred regarding Plat Act exemptions for division of properties. Discussion occurred regarding increased tax revenues and an increase in the number of available houses if the proposal was approved. It was also noted that the proposal limits the number of new houses on the property. The Kendall County Regional Planning Commission recommended approval of the map amendment by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on September 3, 2024. The Petition was continued to September 30, 2024, as requested.



by the Petitioner. The minutes of this hearing were provided. At the continued hearing on September 30, 2024, nobody from the public, other than the Petitioner's Attorney testified. He discussed the layout of driveways for new houses. The Petitioner was agreeable to the rights-of-way dedication. Discussion occurred regarding the classification of the property in the County's and Yorkville's plans. Discussion occurred regarding Plat Act exemptions. There could be a maximum of four (4) houses on the property; three (3) new houses and one (1) existing house. Discussion occurred regarding the history of the zoning property. Discussion occurred regarding the uses of the right-of-way as a bike trail and other utilities. The Kendall County Zoning Board of Appeals recommended approval of the map amendment, but they wanted to note that driveway placements should require prior approval by the Kendall Township Highway Commissioner and that the right-of-way dedications forty feet (40') in depth from the centerlines of both Legion and East Highpoint Roads should occur by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The Petitioners would like to rezone the property in order to build a maximum of three (3) houses on the rezoned portion of the property. Since the property already has frontage along East Highpoint and Legion Roads, a Plat Act Exemption may be used instead of doing a subdivision.

The site is currently mostly wooded with one (1) single-family home. Any future buildings would have to meet applicable building codes.

The wooded area is not presently served by utilities.

The property fronts East Highpoint and Legion Roads. Kendall Township has permitting authority over access at the property.

No information was provided regarding parking.

Based on the proposed uses, no new odors are foreseen.

Lighting would be for residential purposes and would have to follow applicable ordinances.

Landscaping would be for residential uses.

No non-residential signage is planned.

The owners of the property would have to follow applicable noise control regulations based on residential uses.

Stormwater control would be evaluated as part of the building permit.

The Findings of Fact were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes and single-family residential purposes.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned agricultural and some form of single-family residential.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property consists of a large wooded area and, due to its size, it is not eligible for residential uses without a map amendment.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single family residential. The subject property would generate more in taxes if additional homes were constructed. The map amendment would increase the number of homes for people in the County. The proposed map amendment limits the number of homes that can be constructed on the subject property, if a traditional subdivision is not pursued.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The subject property is classified as Suburban Residential on the Future Land Use Map and the R-1 Zoning District is consistent with this land classification.

Staff recommended approval of the proposed map amendment.

The draft ordinance was provided.

Member Koukol asked Dan Kramer, Attorney for the Petitioner, how long Mr. Phillipp owned the property. Mr. Kramer said that Mr. Phillipp owned the property for thirty-nine (39) years.

Member Koukol asked Mr. Kramer how many acres were on the property to sell. Mr. Kramer stated that the petitioner has approximately three (3) lots to sell. The reason Mr. Phillipp did not do a subdivision plat was because Mr. Phillipp did not know who will buy the land; it might be one (1) buyer or it might be (3) buyers.

Member Koukol asked Mr. Kramer how much Mr. Phillipp paid in property taxes. Mr. Phillipp pays approximately Fourteen Thousand Dollars (\$14,000) for the entire piece of property. Member Koukol stated that, once the land was sold and homes were built, there will be more tax revenue from that property.

At this time Member Rodriguez left the meeting. (7:09 p.m.)

Member Flowers made a motion, seconded by Member Koukol, to recommend approval of the map amendment.

The votes were as follows:

Yeas (4): Flowers, Koukol, Shanley and Wormley

Nays (0): None

Abstain (0): None

Absent (1): Rodriguez

The motion carried.

The proposal will go to the October 15, 2024, Kendall County Board meeting on the consent agenda.

At this time Member Rodriguez returned to the meeting. (7:11 p.m.)

**NEW BUSINESS:**

Approval of a Request from Michael and Karen Webster to Refund a Fee for an Unused Building Permit at 15751 S. Stonewall Drive, Newark (PIN: 04-21-125-026) in Fox Township in the Amount of One Thousand Nine Hundred Dollars (\$1,900)

Mr. Asselmeier summarized the request.

The owners no longer want to construct a house on the property.

Member Koukol asked if the Department had expended any funds or time on this application. Mr. Asselmeier said no.

Member Flowers made a motion, seconded by Member Rodriguez, to approve the requested refund.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

Update on Planning, Building and Zoning Department Staffing

Mr. Asselmeier stated that the part time inspector resigned and Human Resources has three (3) applicants. Mr. Asselmeier would like to have someone on staff by November 1, 2025.

Follow-Up from September 11, 2024, Boulder Hill Neighborhood Watch Meeting

The Committee reviewed an email from Brian Holdiman regarding the meeting. There

were twenty-six (26) people in attendance. Vernon Fatima, former inspector, presented the new complaint dashboard and answered several questions.

November 14, 2024, Homeowners Association Training Event

The Committee reviewed the agenda for the event. There was a request for a training event for homeowners' associations who are responsible for stormwater maintenance and infrastructure. A representative from WBK will speak on stormwater maintenance matters and Brian Holdiman will speaking about code enforcement procedures.

Recommendation on 2025 Comprehensive Noxious Weed Work Plan

Mr. Asselmeier summarized the request.

Kendall County is required by Illinois law to submit an annual Noxious Weed Comprehensive Work Plan to the State by November 1st of each year. Attached please find the proposed 2025 Kendall County Noxious Weed Comprehensive Work Plan. Other than changing the year, this proposal is the same as the 2024 Noxious Weed Comprehensive Work Plan.

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

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley and Wormley

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal will go to the October 15, 2024, Kendall County Board meeting on the consent agenda.

Recommendation on Fiscal Year 2024-2025 Meeting Calendar

Member Shanley made a motion, seconded by Member Flowers, to recommend approval of the calendar.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal will go to the October 15, 2024, Kendall County Board meeting on the consent agenda.

Approval to Change the November 2024 Planning, Building and Zoning Committee Meeting Date and Time

After some discussion on other meetings scheduled for November 12, 2024, Member Shanley made a motion, seconded by Member Flowers, to move meeting to November 12, 2024 at 4:30 p.m.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (0): None

**OLD BUSINESS:**

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township

Mr. Asselmeier stated that WBK is waiting for information from the applicant's engineer.

Approval to Extend or Revoke Building Permit 01-2020-146 for a Single-Family Home at 7782 Tanglewood Trails

Mr. Asselmeier provided an email from Brian Holdiman stating it must be completed by the end of the year or the permit will be revoked.

**REVIEW VIOLATION REPORT:**

The Committee reviewed the report.

**REVIEW PRE-VIOLATION REPORT:**

The Committee reviewed the report.

**UPDATE FROM HISTORIC PRESERVATION COMMISSION:**

Mr. Asselmeier reported that the Commission elected its officers for 2024-2025. The CLG grant is open from October 1, 2024 to November 15, 2024. The maximum award is thirty thousand dollars (\$30,000) per project.

**REVIEW PERMIT REPORT:**

The Committee reviewed the report.

**REVIEW REVENUE REPORT:**

The Committee reviewed the report.

**CORRESPONDENCE**

None

**COMMENTS FROM THE PRESS:**

None

**EXECUTIVE SESSION**

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

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The Committee recessed at 7:27 p.m.

The Committee returned from Executive Session at 7:29 p.m.

**NEW BUSINESS**

**Approval to Release Executive Session Minutes of October 7, 2024**

The consensus was to release the minutes of the executive session of October 7, 2024.

**ADJOURNMENT:**

Member Shanley made a motion, seconded by Member Flowers, to adjourn. With a voice vote of five (5) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:29 p.m.

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

Enc.





**KENDALL COUNTY  
PLANNING, BUILDING, & ZONING COMMITTEE  
OCTOBER 7, 2024**

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Don Keom		

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**  
***Kendall County Kendall County Office Building***  
***Rooms 209 & 210***  
***111 W. Fox Street, Yorkville, Illinois***  
**6:30 p.m.**  
**Executive Session Minutes of October 7, 2024**

**CALL TO ORDER**

The executive session was called to order by Chairman Seth Wormley at 7:28 p.m.

**ROLL CALL**

Committee Members Present: Elizabeth Flowers, Dan Koukol, Ruben Rodriguez (Vice-Chairman), Brooke Shanley, and Seth Wormley (Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Director) and Wanda Rolf (Part-Time Administrative Assistant)

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

The Committee reviewed the minutes from the following meetings:

December 19, 2016

August 7, 2017

November 7, 2022

Member Flowers made a motion, seconded by Member Shanley, to release the minutes of October 7, 2024, and keep the other minutes confidential for personnel reasons and litigation reasons. With a voice vote of five (5) ayes, the motion carried.

Motion by Member Shanley, seconded by Member Rodriguez, to adjourn the executive session. With a voice vote of five (5) ayes, the motion carried.

Chairman Wormley adjourned the executive session at 7:29 p.m.

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

**COUNTY OF KENDALL, ILLINOIS**  
**SPECIAL COMMITTEE OF THE WHOLE**  
**Thursday, October 24, 2024 at 4:00 PM**  
**Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The Committee of the Whole meeting was called to order at 4:00 p.m. by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Here		
Brian DeBolt	Here		
Elizabeth Flowers		4:15 p.m.	
Dan Koukol	Here		5:02 p.m.
Jason Peterson	Here		
Ruben Rodriguez	Here		
Brooke Shanley		4:28 p.m.	
Seth Wormley	Here		

**With eight (8 ) members present a quorum was established.**

**Staff Present** – Attorney Eric Weis, Christina Burns, Latreese Caldwell, Jennifer Breault, Leslie Johnson, Sheriff Baird, Alice Elliott, Jacquie Purcell

**Others Present** - Sam Woodworth- WSPY

**Approval of Agenda** – Member DeBolt made a motion to approve the agenda, second by Member Peterson. **With eight ( 8) members present voting aye, the motion carried by a vote of 8 - 0.**

**Approval of Claims** – Member Gengler made a motion to forward claims to the next County Board, second by Member DeBolt. **With eight (8 ) members present voting aye, the motion carried by a vote of 8 - 0.**

**Committee Reports and Updates**

- A. **Personnel Reports** - Treasurer Jill Ferko provided to the committee the Treasurer’s Employee Status Report and is included in the packet page 2.
- B. **ARPA Filing Update** – Financial Analyst Jennifer Breault briefed the committee that this is the required quarterly reporting following the US Treasury guidelines.
- C. **Opioid Filing Update** - Financial Analyst Jennifer Breault briefed the committee that this is the required quarterly reporting for compliance. Ms. Breault also included on page 11 in the packet the Opioid Fund balance for FY24.

## **New Committee Business**

### **A. FY24-FY26 ARPA External Entities Update**

Attorney Eric Weis submitted a request to the committee for the transfer of money from the State Attorney's Office (SAO) general fund account to the Health and Human Services (HHS) department to be used for the Kendall County Domestic Violence Response Team. This had been funded by ARPA, but the fund is almost depleted, and this will ensure services to continue. This transfer will necessitate the establishment of a dedicated fund through the HHS Finance Committee for future allocation. Mr. Gengler will collaborate with the staff to ensure the proper setup of this fund. Jennifer Breault directed the committee to page 12 of the packet for the status of the external ARPA outstanding projects. Ms. Breault indicated that Newark reached out to her and is uncertain if they will be able to spend the funds and asked for contract to be extended. The Fairgrounds have also asked to extend their contract, and Fox Valley YMCA would like to allocate their funds to a different item for the project. This will require a future conversation with the YMCA to see if they can find an ARPA approved allocation of these funds. She reiterated that in their contracts the money must be obligated by December 31, 2024, and requires them to submit a copy of the check that was written and the invoice that was paid. If they are unable to do this the money needs to be returned to the County. The committee consensus is to not support extending contracts.

### **B. FY24-FY26 ARPA Obligation Status**

Discussion continued on the County's ARPA obligation status and committee members were directed to page 13 of the packet provided. Ms. Breault was asked a question regarding the interest that was earned on the fund, she replied that this interest earned does not need to be obligated to an ARPA project. The committee can decide what they would like to allocate that money towards, staff recommends transferring into a capital fund, possibly fund 1401. The consensus of the committee is to approve the journal entry for FY24 to transfer the money.

### **C. Approval of Amendment to the October 17, 2023, grant agreement for disbursement and use of Kendall County Americans Rescue Plan Act Funds with Lisbon Township**

Financial Analyst Jennifer Brault informed the committee that Lisbon Township has requested an amendment to the scope of work related to the ARPA funds they have received. Staff recommends approving this amendment, as it does not impact the financial aspects but rather modifies the scope of the project, which remains compliant with ARPA guidelines.

Member Peterson made a motion for Approval of Amendment to the October 17, 2023, grant agreement for disbursement and use of Kendall County Americans Rescue Plan Act Funds with Lisbon Township and forward to next county Board Meeting, second by Member Bachmann. **With nine (9 ) members present voting aye, the motion carried by a vote of 9 - 0.**

### **D. Discussion Village of Newark**

Financial Analyst Jennifer Breault indicated that this matter had been previously discussed, specifically concerning a request to modify and extend the contract for ARPA funds. The committee has reached a consensus not to pursue this request. Ms. Breault will communicate this decision to the relevant parties, informing them that they must adhere to the terms of the contract or return the funds to the County.

### **E. Discussion of Kendall Area Transit**

Financial Analyst Jennifer Breault presented information to the committee and directed their attention to page 17 of the distributed packet. The Voluntary Action Center of Northern Illinois has obtained two vehicles through a loan as a result of limited cash flow. Staff recommends employing the fund balance to settle the loan associated with these vehicles. Upon receipt of the 5310 funds, reimbursement will be provided to Kendall County.

F. Approval of FY2024 Opioid Fund Applications

Finance and Budget Chair Scott Gengler directed the committee to page 20 of the packet for the Judicial Opioid application. They have requested funds in the amount of \$3000 for the Silver Living Halfway house which supports the treatment and recovery from opioid addiction. The Coroner's office also submitted an application for Opioid funds, Ms. Purcell from the Coroners office stated that \$3000 request is for two purposes (1) \$1000 for Drug take-back disposal and Take Back event (2) \$2000 for toxicology opioid testing.

Member Rodriguez made a motion for Approval of Coroner Opioid Fund Application and the Judicial Opioid Fund Application, second by Member DeBolt. **With nine members present voting aye, the motion carried by a vote of 9 - 0.**

G. Approval of Fiscal Year 2024 Budget Amendment

Finance & Budget Chair Scott Gengler highlighted that this is the second budget revision and directed the committee's attention to page 29 of the packet. The primary objective of these amendments is to finalize all allocations for the end of the fiscal year. This will ensure the accuracy and clarity of the budgets for auditing purposes.

Member Kellogg made a motion for Approval to forward to next county Board Meeting, second by Member Koukol. **With ten (10) members present voting aye, the motion carried by a vote of 10 - 0.**

H. Approval of Kendall County Fiscal Year 2025 Budget

Finance and Budget Chair Scott Gengler facilitated the committee's discussion on the FY25 budget, directing members to page 44 of the packet. He highlighted the change log on page 46, which outlines the deficiencies identified and the suggested measures to achieve a balanced budget. The committee engaged in further discussions and raised questions regarding the necessity of incorporating the CPI increase. It was noted that the CPI had not been considered for several years in the past, and it is fiscally prudent to pursue the PTELL extension this year. The analysis of the impact of adopting the Consumer Price Index (CPI) increase on property taxes is available on page 50 of the packet. The findings indicate that implementing the CPI increase will not result in a property tax hike for the County portion of a typical tax bill. It is important to recognize that Kendall County is among the fastest-growing counties in the state, leading to an increase in the equalized assessed value of properties, which effectively lowers property tax liabilities. Additionally, there are various factors that necessitate consideration of the CPI increase, including unfunded mandates introduced mid-year that have historically strained the budget. Furthermore, we must account for the ongoing maintenance and mechanical systems needs of all county-owned buildings, as associated costs have been rising.

Member Bachmann made a motion for Approval to forward to next county Board Meeting, second by Member Shanley. **With nine (9 ) members present voting aye, the motion carried by a vote of 9 - 0.**

I. Approval of Kendall County Fiscal Year 2025 Capital

Finance and Budget Chair Scott Gengler directed the committee to page 55 of the packet for the capital requests from all the departments and elected offices in the County. Each department was asked to but a priority on each capital requests for this report.

Member DeBolt made a motion for Approval to forward to next County Board Meeting, second by Member Bachmann. **With nine (9) members present voting aye, the motion carried by a vote of 9 - 0.**

**Old Committee Business** – None

**Chairman's Report** – None

**Public Comment** – None

**Executive Session** - Member Peterson made a motion to go into Executive Session for (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting, Member DeBolt seconded the motion. Chairman Kellogg asked for a roll call vote on the motion.

Board Member	Vote
Matt Kellogg	yes
Scott Gengler	yes
Zach Bachmann	yes
Brian DeBolt	yes
Elizabeth Flowers	yes
Jason Peterson	yes
Ruben Rodriguez	yes
Brooke Shanley	yes
Seth Wormley	yes
Dan Koukol	absent

**All members returned to regular session at 5: 17 p.m.**

**Items for County Board**

- Claims
- Approval of Amendment to the October 17, 2023, grant agreement for disbursement and use of Kendall County Americans Rescue Plan Act Funds with Lisbon Township
- Approval of Fiscal Year 2024 Budget Amendment
- Approval of Kendall County Fiscal Year 2025 Budget
- Approval of Kendall County Fiscal Year 2025 Capital

**Adjournment** – Member Wormley made a motion to adjourn the Committee of the Whole meeting, second by Member Flowers. **With nine (9) members present voting aye; the meeting was adjourned at 5:20 p.m. by a vote of 9 - 0.**

Respectfully submitted,  
Sally A. Seeger  
Administrative Assistant and Recording Clerk



## HIGHWAY COMMITTEE MINUTES

**DATE:** November 12, 2024  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Zach Bachmann, Ruben Rodriguez, Dan Koukol, & Scott Gengler  
**STAFF PRESENT:** Michele Riley, John Burscheid, and Francis Klaas  
**ALSO PRESENT:**

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

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

Motion Gengler; second Rodriguez, to approve the Highway Committee minutes from October 8, 2024. Motion approved unanimously.

Motion Rodriguez; second Gengler to recommend approval of the low bid of Truck Centers in the amount of \$135,357 for a 2025 Western Star tandem axle cab & chassis. Klaas provided background on the bidding process and the fact that the Highway Department's goal is to acquire 1 new dump truck every year in order to completely replace the fleet every 10 to 12 years. Rodriguez asked if the replacement was based on first in, first out. Klaas said that is not always the case. In fact, some of the oldest trucks have been kept because they have less emissions equipment and tend to run better and longer. Trucks that have a history of mechanical problems are typically sold. Motion approved unanimously by voice vote.

Motion Koukol; second Gengler to recommend approval of the low bid of \$84,232 from Grainco FS, Inc. for the annual purchase of 12,000 gallons of unleaded gas and 20,000 gallons of diesel fuel for FY 2025. Rodriguez asked how this compared to the regular cost of fuel these days. Klaas indicated that the prices for the County were significantly cheaper because the County doesn't have to pay certain federal taxes on the fuel and because of the bulk purchase. Rodriguez also asked if we always buy 12,000 gallons of gas and 20,000 gallons of diesel. Klaas stated that the bid documents provide a 10-year history of how much fuel was purchased; and those numbers generally average about 12,000 and 20,000 annually. The bid specifications also prevent the County from being penalized for buying less or more than the bid quantities. Koukol pointed out that Grainco really sharpened their pencil this year on the bid. Koukol and Rodriguez also asked questions about how the fuel use is monitored. Klaas indicated that the fuel provider checks the tanks frequently, especially in the winter when the Department uses lots of diesel fuel... sometimes even filling the tank daily. A larger diesel fuel tank was also installed this year – 2000 gallons compared to 1500 gallons – which will provide for a greater cushion during times of heavy use. Rodriguez asked about the gauging of the fuel accounts. Klaas said that the reading of the fuel in the tank is manual; but the purchases by all the departments is managed by software that documents the user, date, time, vehicle, and how much is used. Koukol asked if the diesel fuel was bio-diesel. Klaas stated that it was. Koukol thought that since the Highway Department uses the fuel so quickly, the fact that it is bio-diesel shouldn't be a problem. Motion approved unanimously by voice vote.

Klaas presented the long-range transportation plan to the committee members. A digital copy of the plan had been sent out to members a couple weeks prior. The committee reviewed the proposed \$335 million worth of improvements in the Plan. Koukol pointed out that engineers are very interested in the projects contained in the Plan. Gengler asked about the Van Emmon improvements. Klaas discussed the County's goal to maintain jurisdiction of County Highways until they intersect with other County Highways or State Highways. He provided examples of these efforts in Newark, Millington, Plano & Yorkville. Van Emmon could be another one of these types of projects, although he wasn't sure whether Yorkville or the County might be the lead agency for the project. Rodriguez asked about the south end of Eldamain Road. Klaas stated that there was some controversy about whether these improvements should be included in the plan, but he felt strongly that it should be included, because it just can't be ignored. He further explained why following existing alignments was likely preferred as opposed to running on new alignment and destroying so much farm ground. Rodriguez also asked if this would be a 4-lane road. Klaas indicated it would only be a 2-lane road with a reduced footprint, similar to how the road now looks south of Illinois Route 71. Bachmann asked what the intersection improvement would be at Eldamain and Walker. Klaas didn't know, since the improvement was likely 20 or more years out and would be determined at that time.

Koukol wanted to discuss some of the projects on the east side of the County. He asked about the part of Plainfield east of Ridge Road that has no improvements shown in the Plan. Klaas indicated that traffic numbers were significantly less in that area when compared to those at the north end of Plainfield Road but admitted that you could make a strong argument for including the entire road. Koukol thought it would be best to show improvements for the entire length of Plainfield Road, for consistency and also to address the many crashes in this segment. Committee discussed and agreed that the entire length of Plainfield should be slated for improvements in the 20-year plan. Rodriguez and others thought it should be included for continuity. Klaas indicated he could amend the Plan and have it ready for County Board next Tuesday. Koukol also asked about the piece of Caton Farm Road going west from Ridge Road. Klaas discussed the piecemeal reconstruction of the roadway by developers and how the County will likely need to step in at some point and connect all the disjointed pieces. Koukol thought that the traffic numbers will be double whatever the projections are in this rapidly developing area.

Rodriguez asked about some of the improvements proposed in the area of Millbrook and Millington. Klaas discussed the proposed Walker Road realignment and the intersection improvement at Fox River Drive, Crimmin, and Walker Road. He indicated that the intersection improvement has been in the 5-Year Plan for several years, but we have been kicking it down the road because it just hasn't been as big a priority as some of the higher traffic areas to the northeast. Gengler asked for clarification on the "capacity improvement" on the map. Klaas stated that this means there will be lanes added to the existing road, such as going from a 2-lane to a 4-lane road. Koukol discussed the continuing construction near Ridge Road and 143<sup>rd</sup>, including the DHL site. He also asked about the proposed 143<sup>rd</sup> improvements on the east side of the Village of Plainfield. No one knew the status of that project in Will County. Committee was comfortable with the Plan, with the modification to be made to Plainfield Road. Motion Gengler; second Bachmann to forward the Long-Range Plan, as amended, to the County Board for consideration. Motion approved unanimously by voice vote.

In other business, the Committee discussed whether there has been any movement on the Route 52 and Grove Road intersection improvement. Klaas stated that IDOT has had a survey crew out at that location within the past month. Bachmann indicated he would follow up with his contacts to see where it stands. Bachmann also asked Klaas for an update on the Collins Road Improvement. Klaas said that the contractor was really putting a lot of people on the project now, and they are still promising that the roadway part of the project will be done this calendar year.

Motion Gengler; second Rodriguez, to forward Highway Department bills for the month of November in the amount of \$522,607.20 to the Finance Committee for approval. Motion approved unanimously.

Motion Rodriguez; second Gengler to adjourn the meeting at 4:04 PM. Motion carried unanimously.

Respectfully submitted,



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

### **Action Items**

1. Approve low bid of Truck Centers in the amount of \$135,357 for a 2025 Western Star tandem axle cab & chassis
2. Approve the low bid of \$84,232 from Grainco FS, Inc. for the annual purchase of 12,000 gallons of unleaded gas and 20,000 gallons of diesel fuel for FY 2025
3. Approve the 2024 – 2044 Long-Range Transportation Plan



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 11/19/2024  
**Subject:** Revised Finance and Budget Analyst Job Description  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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### **Action Requested:**

To approve the revised Finance and Budget Analyst Job Description

### **Board/Committee Review:**

On 11/4/2024, the Human Resources & Insurance Committee voted to forward this job description to the County Board for approval.

### **Fiscal impact:**

N/A

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### **Background and Discussion:**

The attached Finance and Budget Analyst job description replaces the existing job description for the Finance and Budget Analyst. It changes this position from an hourly, FLSA non-exempt position into a salaried, FLSA exempt position. The substantive duties for this position will not change.

### **Staff Recommendation:**

To approve the revised Finance and Budget Analyst job description.

### **Attachments:**

1. Revised Finance and Budget Analyst job description

## Kendall County Job Description

**TITLE:** Finance & Budget Analyst  
**DEPARTMENT:** Administrative Services  
**SUPERVISED BY:** Deputy County Administrator  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** TBD

### I. Position Summary:

Under the supervision of the Deputy County Administrator, performs budgeting, financial analysis, administrative, and research functions. Develops and implements the County's Fiscal Recovery Fund (FRF) provided through the American Rescue Plan Act (ARP) of 2021. Manage grant/loan programs including Kendall Area Transit (KAT), FRF, Revolving Loan Fund (RLF) and other county grant/loan programs. Coordinates, manages, and monitors the funding of community growth projects as impacted by COVID 19. Analyzes County fiscal operations and evaluates programs and funding requests.

### II. Essential Duties and Responsibilities:

- A. Performs primary duties requiring office or non-manual work directly related to the management or general business operations of the County, particularly in the area of County finance and budgeting from ARP County funds, including, but not limited to the following:
  - 1. Prepares month-end and annual expenditure and revenue reports, financial reports, and budgeted vs. actual reports.
  - 2. Be aware of, and conduct research regarding new issues, methods, and advances in finance and budgeting.
  - 3. Assists Deputy County Administrator by conducting various surveys, research, data analysis, cost-benefit analysis, and expenditure and revenue forecasting.
  - 4. Ensures compliance with new grant awards established using FRFs, including but not limited to completing reporting requirements, submitting progress reports, performing sub-recipient monitoring, and other administrative oversight duties.
  - 5. Assists community with County Grant Applications
  - 6. Executes transactions within the integrated budget, accounting, and purchasing system which may include purchase requisitions, invoicing, contract payment vouchers, budget data entry, appropriate revisions, and salary and budget imports.
  - 7. Develops, organizes, and maintains files, documents and materials related to budgetary practices according to County policies.
  - 8. Provides information to departments and elected offices regarding budgets and other requested data.
  - 9. Creates financial models and develops automated reporting and forecasting tools to support County decision making.
  - 10. Oversees and manages all financial and reporting aspects of the Kendall County RLF Program.
  - 11. Researches and evaluates current and historical financial data.
  - 12. Develops automated reporting and forecasting tools.

## Kendall County Job Description

13. Produces other financial reports, as requested.
- B. Performs primary duties which require the exercise of discretion and independent judgment with respect to matters of significance, and which recommendations are given great weight by the final decision makers, including, but not limited to the following:
  1. Assists in developing the County's overall budget, including the ARP budget, to increase efficiency of the County's spending and provide recommendations regarding the budget, which recommendations are given significant weight by the final decision maker.
  2. Assists in creating and developing the revenue manual, ARP manual, budget preparation manual, budget policies and procedures manual, and other documents as needed, and recommend modifications regarding the same, which recommendations are given significant weight by the final decision maker.
  3. Assists in developing long- and short- term budgetary objectives for the County and provide recommendations regarding the same, which recommendations are given significant weight by the final decision maker.
  4. Serves as Program Compliance Oversight Monitor (PCOM) for KAT.
  5. Serves as staff liaison for Finance Committee in absence of Deputy County Administrator.
  6. Advises and consults with the Finance Committee regarding the new issues, methods, trends, and advances in the area of finance and budgeting.
- C. Maintains a comprehensive and current understanding of policies, procedures, codes, and regulations, including all State, Federal, and local laws and regulations relating to finance and budgeting.
- D. Remains current on finance and budget related information, updates, and other professional literature.
- E. Researches and stays abreast of on ARP Federal Treasury Guidelines.
- F. Maintains professional affiliations as required.
- G. Attends meetings, conferences, workshops and training sessions as approved or assigned.
- H. Participates in County Board and Committee meetings as requested, both during and after business hours.
- I. Handles confidential matters daily relating to all functions of Administrative Services, the Kendall County Board, and its committees, and maintains confidentiality of said information.
- J. Complies with all applicable federal and state laws and regulations regarding or relating to assigned job duties including, but not limited to the ARP, Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.
- K. Complies with all applicable policies and procedures regarding or relating to assigned job duties.
- L. Provides backup support to Administration in preparing agendas and minutes and recording Finance Committee meetings.
- M. Provides backup support to Administration by expediting County mail.
- N. Maintains regular attendance and punctuality.
- O. Performs other duties as assigned.

### III. Supervisory Responsibilities.

## Kendall County Job Description

This job has no supervisory responsibilities.

### IV. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

- A. Language Skills:
  - 1. Ability to research, read, and interpret documents and simple instructions.
  - 2. Ability to prepare documents and correspondence.
  - 3. Ability to prepare and present clear, concise administrative and financial reports.
  - 4. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials and department heads, in both one-on-one and group settings.
  - 5. Requires good knowledge of the English language, spelling, and grammar.
- B. Mathematical Skills:
  - 1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
  - 2. Ability to apply advanced college algebra and statistical methods such as frequency distributions, reliability and validity tests, normal curve, analysis of variance, correlation techniques, chi-square application and sampling theory, and factor analysis to issues in public organization and public policy.
  - 3. Ability to interpret an extensive variety of technical instructions in mathematical or diagrammatic form and deal with several abstract and concrete variables.
  - 4. Ability to exercise independent judgment in gathering and analyzing complex data utilizing statistical methods and a cost center analysis.
  - 5. Ability to skillfully perform detailed statistical analysis of budget activities.
  - 6. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
  - 7. Ability to read and understand workplace data, such as forms, tables, graphs, schedules etc.
- C. Reasoning Ability:
  - 1. Basic understanding of, and ability to conduct cost-benefit analysis.
  - 2. Ability to interpret financial data contained in reports and ledgers.
  - 3. Ability to analyze situations to identify problems, identifying sources of obstacles, and evaluate possible solutions.
  - 4. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
  - 5. Ability to deal with problems involving several concrete variables in standardized situations.
- D. Certificates, Licenses, and Registrations:
  - 1. Any and all other certificates and registrations as required for the specific duties performed.



## Kendall County Job Description

- E. Other Skills, Knowledge and Abilities:
1. Proficient in accounting software.
  2. Thorough understanding of the principles of financial analysis and economics.
  3. Thorough understanding of accounting and budgeting principles.
  4. Strong organization and multi-tasking skills.
  5. Ability to carry out duties with minimal supervision.
  6. Ability to research materials and develop reports from information gathered.
  7. Ability to maintain confidentiality.
  8. Comprehensive understanding of the budget and finance field and application of advanced principles, techniques, and theory.
  9. Excellent prioritization skills and the ability to meet deadlines.
  10. The ability to display a positive, cooperative, professional, and team-orientated attitude even in stressful situations.
  11. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
  12. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint.
  13. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
  14. Skills in operating a personal computer, facsimile machine, and copier.
- F. Education and Experience:
1. A Bachelor's degree from an accredited college or university or commensurate experience; preferred areas of study/experience are Finance, Economics, Accounting or related field.
  2. Master's Degree is preferred.
  3. CPA is preferred.
  4. Three (3) years of experience involving analytical research and reporting of complex financial data.
- G. Physical Demands:
- While performing the duties of this job, the employee must be able to:
1. Frequently sit for long periods of time at a desk or in meetings.
  2. Occasionally walk to other offices in the County Office Building and other County buildings (e.g., Historic Courthouse).
  3. Regularly use computers and other electronic equipment to perform assigned job duties.
  4. Occasionally lift and/or move up to 40 pounds.
  5. Frequently lift and/or move up to 10 pounds.
  6. Use hands to finger, handle, or feel.
  7. Reach, push, and pull with hands and arms.
  8. Specific vision abilities including close and distance vision, as well as depth perception.
  9. Travel independently to other County office buildings and to other locations throughout Kendall County and the Chicago region to perform assigned job duties.

### V. Work Environment:

The work environment characteristics described here are representative of those an employee



## Kendall County Job Description

encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County and the Chicago region to perform assigned job duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. Employee may be exposed to stressful situations while working with staff, department heads, elected officials, vendors, and the general public.
- D. Employee may be required to provide their own transportation to travel to and from meetings, training, conferences, etc.
- E. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

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**Employee Receipt Acknowledgement & Signature**

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**Date**

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**Signature of Supervisor**

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**Date**

**cc:     personnel file, employee**



## Kendall County Agenda Briefing

**Meeting Type:** County Board Meeting  
**Meeting Date:** 11/19/2024  
**Subject:** Code Enforcement staffing  
**Prepared by:** Christina Burns, County Administrator  
**Department:** PBZ

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### Action Requested:

To approve creating a full-time Code Enforcement Officer in lieu of the part-time Code Official.

### Board/Committee Review:

On 11/4/2024, the Human Resources & Insurance Committee voted to forward this action item to the County Board for approval.

### Fiscal impact:

The FY2025 budget includes \$26,000 salary and \$2,000 FICA costs for a part-time Code Official. A full-time position would have an expected starting salary of up to \$65,000, plus FICA and IMRF totaling approximately \$8,750 and health and dental insurance costs assumed to be \$23,100, for a total cost of \$96,850, an increase of \$68,850.

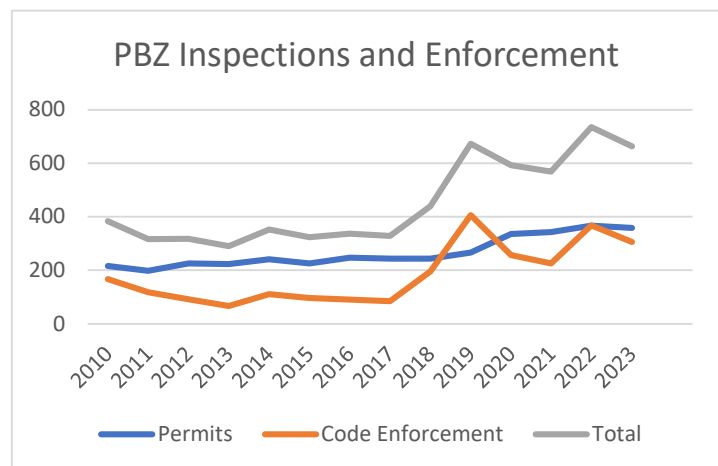
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### Background and Discussion:

The PBZ department currently includes a full-time Code Official, responsible for all building permits, plan reviews and supporting code enforcement. A part-time Code Official working 10 hours a week was created in 2019, focusing primarily on code enforcement. The position has seen significant turnover since its creation, with three individuals holding the position and the most recent individual resigning in September.

The FY25 budget includes the part-time position at 20 hours a week and a higher rate of pay, however the recruitment has so far not been successful.

As outlined in the chart to the right, the County's code enforcement case load and building inspections have increased significantly since 2018.



In evaluating staffing needs, we also benchmarked against McHenry County, which had readily accessible data. In 2023, their staff of four (Plans Examiner, two Building Inspectors and a Code Enforcement Officer) handled 900 permits and 768 Code Enforcement cases.

County	Total FTE	Total Case	Av. cases per person
McHenry Co.	4	1668	417
Kendall Co.	1.25	663	530.4

**Staff Recommendation:**

Based on the County's increased workload, need for stability and redundancy for building inspections and code enforcement, staff recommends moving to a full-time Code Enforcement Officer.

Additionally, there was discussion in 2022 of partnering with Oswego and Seward townships for shared code enforcement, however an agreement was never finalized. As the County adds code enforcement capacity, staff recommends reaching out to the County's townships to see if they would like to discuss an IGA with the County and to support the cost of the added staff.

**Attachments:**

- Draft job description for full-time Code Enforcement Officer

<b>TITLE:</b>	Code Enforcement Officer
<b>DEPARTMENT:</b>	Planning, Building and Zoning (PBZ)
<b>SUPERVISED BY:</b>	Director/Zoning Administrator
<b>FULL TIME/PART TIME:</b>	Part Time or Full Time
<b>FLSA STATUS:</b>	Non-Exempt
<b>UNION STATUS:</b>	Non-Union
<b>APPROVED/REVISED:</b>	TBD

## **I. Position Summary:**

Under the supervision of the PBZ Director/Zoning Administrator, this position enforces the zoning and other related provisions of the Kendall County Code of Ordinance and other applicable local, state and federal zoning laws and regulations (“Zoning Ordinances, Laws and Regulations”); provides information to the public on zoning requirements and home construction project violations; and obtains, where possible, voluntary compliance with the Zoning Ordinances, Laws and Regulations. Under general supervision, has authority to request the removal or alteration of conditions or materials, which violate applicable Zoning Ordinances, Laws and Regulations. The employee will conduct field inspection duties independently, according to adopted Zoning Ordinances, Laws and Regulations.

## **II. Essential Duties and Responsibilities:**

- A.** Explains, applies and enforces the Zoning Ordinances, Laws and Regulations, including, but not limited to non-permitted construction, excavation, trailers, dumping, signs, junk vehicles and weeds, mobile homes and campgrounds.
- B.** Conducts field inspections identifies property and building deficiencies that don’t comply with applicable Zoning Ordinances, Laws and Regulations.
- C.** Enforces zoning, subdivision, flood plain, building, erosion control, storm water management, and related codes at county, state, and national levels.
- D.** Contacts persons responsible for violations and issues notice to discontinue, remove or alter conditions that conflict with Zoning Ordinances, Laws and Regulations.
- E.** Prepares investigative documentation, including memoranda and photographs required to support findings.
- F.** Maintains on-going surveillance of assigned area for compliance with Zoning Ordinances, Laws and Regulations.
- G.** Assists Code Official as necessary with any non-licensed inspections such as concrete, flatwork, foundation, form survey and insulation
- H.** Attends court, as needed, regarding violation cases submitted for prosecution.
- I.** Assists the State’s Attorney’s Office in pursuing ordinance violations, including, drafting and signing necessary and appropriate documents.
- J.** Performs property record searches to determine accuracy of data such as location, ownership, district and legal description.

## Kendall County Job Description

- K.** Issues inoperable vehicle and junk and debris ordinance violation notices.
- L.** Coordinates investigations with Law Enforcement, the Health Department and other investigative agencies, as needed.
- M.** Prepares and maintains records regarding and relating to all duties performed by the employee, including but not limited to inspection logs, photographs, violation notices, reports of findings, records of inspections and review.
- N.** Evaluates the code compliance process and provides recommendations for improvements to direct supervisor.
- O.** Travels throughout Kendall County for zoning ordinance, law and regulation compliance purposes.
- P.** Operates county vehicle safely.
- Q.** Performs other duties as assigned by supervisor.
- R.** Attends conferences, seminars, training, meetings and prepares reports, as needed.
- S.** Complies with record retention and destruction procedures in compliance with Illinois Local Records Act and adheres to all work and safety policies.
- T.** Adheres to all work and safety policies.
- U.** Maintains regular attendance and punctuality.
- V.** Maintains positive and professional working relationships with Kendall County's employees, vendors, and the public.
- W.** Attends conferences, seminars, training, meetings and prepares reports as needed.
- X.** Maintains regular communication with supervisor.
- Y.** Performs other duties, as assigned.

### **III. Supervisory Responsibilities:**

This job has no supervisory responsibility.

### **IV. Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

#### **A. Language Skills:**

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, citations, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials in both one-on-one and group settings.
4. Requires proficient knowledge of the English language, spelling and grammar.

#### **B. Mathematical Skills:**

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to prepare and analyze statistical data and reports.

## Kendall County Job Description

### **C. Reasoning Ability:**

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several variables in standardized situations.
3. Ability to independently work to project completion and follow guidance.
4. Ability to listen, understand information and ideas, and to work effectively with County personnel, elected officials, vendors, and the public.

### **D. Certificates, Licenses, and Registrations:**

1. Current and valid Driver's License and good driving record is required.
2. Any and all other certificates and registrations as required for the specific duties performed.

### **E. Skills, Knowledge, and Abilities:**

1. Strong organizational skills and attention to detail.
2. Knowledge of zoning and related regulations and of the provisions of the County Zoning Ordinance.
3. Knowledge of the principles and practices of construction, repair and land survey.
4. Ability to comprehend complex code problems, to identify alternative solutions and prepare appropriate recommendations.
5. Knowledge of building and property maintenance codes and ordinances.
6. Ability to analyze and interpret plans and determine whether plans conform to the provisions of applicable codes and ordinances.
7. Basic knowledge of the County geography.
8. Knowledge of applicable federal, state and local laws, rules, regulations, codes and/or statutes.
9. Ability to investigate code violation complaints.
10. Ability to work with confidential information.
11. Ability to establish and maintain effective working relationships with Department staff, other Departments, Elected Officials and others such as contractors and the general public.
12. Ability to use MS Word Excel, Outlook, PowerPoint, and Teams.
13. Ability to manage projects and multiple priorities simultaneously.

### **F. Education and Experience:**

1. A minimum of a high school diploma, general education degree (GED), or equivalent is required.
2. A minimum of at least two (2) years of experience in the construction industry is required.
3. A minimum of at least two (2) years of code enforcement experience is preferred.

### **V. Physical Demands:**

While performing the duties of this job, the employee must be able to:

1. Frequently sit for hours in meetings, office and/or in a vehicle;
2. Occasionally lift and/or move up to 40 pounds;
3. Frequently lift and/or move up to 10 pounds;
4. Stand and walk on uneven ground and at development sites;
5. Use hands to grip, handle, push, and feel;

## Kendall County Job Description

6. Reach, push and pull with one and/or both hands and arms;
7. Bend over at the waist and reach with one and/or both hands and arms;
8. Climb and balance at development sites;
9. Able to climb and work from ladders, scaffolding, and personal lifts;
10. Stoop, kneel, crouch, and/or crawl;
11. Talk and hear in person and via use of telephone;
12. Must be able to safely and proficiently use Kendall County vehicles and all other equipment needed to person assigned job duties
13. Specific vision abilities include close and distance vision, depth perception; and
14. Travel independently to development sites, public hearings and other meetings and other locations both within and outside Kendall County, Illinois.

### VI. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Inside and outside environmental conditions, which includes during extreme weather.
2. Will be exposed to driving and onsite construction conditions.
3. May be exposed to dust, fumes, odors, mold, smoke, gases, and chemicals.
4. The noise level in the work environment varies from quiet to noisy.
5. The employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.
6. Employee may be exposed to stressful situations while working with elected officials, consultants, attorneys, applicants, and the general public.
7. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee Receipt Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc: personnel file, employee**



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 11/19/2024  
**Subject:** Revised ICT Department Job Descriptions  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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### Action Requested:

To approve the following ICT Department job descriptions:

1. Chief Information Officer Job Description
2. IT Systems Manager Job Description
3. IT Project Manager Job Description
4. Revised Deputy Director of Information, Communication and Technology Job Description
5. Revised Systems Administrator Job Description
6. Helpdesk Supervisor Job Description
7. Revised Computer Support Specialist Job Description

### Board/Committee Review:

On 11/4/2024, the Human Resources & Insurance Committee voted to forward all of the above-referenced job descriptions to the County Board for approval.

### Fiscal impact:

Proposed salary revisions are included in the FY2025 budget.

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### Background and Discussion:

The Information and Communication Technology (ICT) Department is requesting to reorganize the department. This reorganization would revise job titles and reporting structures. It would not add any additional headcount. The ICT's Director job description would be replaced with the Chief Information Officer job description. The IT Systems Manager and IT Project Manager would report directly to the Chief Information Officer. The IT Systems Manager would supervise the Systems Administrator and Helpdesk Supervisor positions. The Helpdesk Supervisor would supervise the existing three Computer Support Specialist positions.

### Staff Recommendation:

To approve the following ICT Department job descriptions:

1. Chief Information Officer Job Description
2. IT Systems Manager Job Description
3. IT Project Manager Job Description



4. Revised Deputy Director of Information, Communication and Technology Job Description
5. Revised Systems Administrator Job Description
6. Helpdesk Supervisor Job Description
7. Revised Computer Support Specialist Job Description

**Attachments:**

1. Chief Information Officer Job Description
2. IT Systems Manager Job Description
3. IT Project Manager Job Description
4. Revised Deputy Director of Information, Communication and Technology Job Description
5. Revised Systems Administrator Job Description
6. Helpdesk Supervisor Job Description
7. Revised Computer Support Specialist Job Description

## Kendall County Job Description

**TITLE:** Chief Information Officer  
**DEPARTMENT:** Information Communication and Technology (ICT)  
**REPORTS TO:** County Administrator  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** In Progress

### **A. Position Summary:**

The Chief Information Officer, under the supervision of the County Administrator, oversees all aspects of technology infrastructure, information systems, data security, and geographic information systems to ensure alignment with the County's goals and objectives. This position is responsible for the strategic leadership and management of the organization's information technology, GIS, and cybersecurity functions.

### **B. Essential Duties and Responsibilities:**

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

1. Primary duty is to manage and provide oversight of the ICT and GIS departments (hereinafter collectively referred to as ICT Department) in accordance with Kendall County's (County) organizational policies, goals, and budget parameters.
2. Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent) assigned to the ICT Department.
3. Performs supervisory responsibilities for the ICT Department including, but not limited to, the following:
  - a. Interviewing and selecting assigned employees in the ICT Department;
  - b. Setting and adjusting ICT Department employees' rates of pay (within pre-approved budget parameters);
  - c. Conducting regular performance evaluations of assigned employees in the ICT Department;
  - d. Appraising assigned employees' productivity and efficiency;
  - e. Oversees new hire orientation and training of ICT Department employees.
  - f. Handles both internal and external complaints and grievances related to assigned ICT Department employees;
  - g. Makes all final decisions regarding the hiring, firing, discipline, advancement, promotion, and any other changes of status for all ICT Department employees; and
  - h. Updates and revises job descriptions for ICT Department employees.

## Kendall County Job Description

4. Primary duties include the performance of office or non-manual work directly related to the management or general business operations of the ICT Department, which duties include, but are not limited to the following:
  - a. Provides leadership, recommendations, and direction to the County Board and County staff regarding the overall management and general business operations of the ICT Department.
  - b. Evaluates and recommends technology investments and partnerships to the County Board.
  - c. Develops and implements information technology (IT) and Cybersecurity policies, procedures, and best practices.
  - d. Ensures compliance with relevant industry regulations and legal requirements such as CJIS.
  - e. Fosters a culture of innovation, collaboration, and continuous improvement.
  - f. Develops and manages ICT Department budgets.
  - g. Establishes and updates a 5-year plan for the ICT Department that provides the County Board with expectations of potential future projects.
  - h. Monitors and authorizes expenditures for ICT Department.
  - i. Prepares and submits the ICT Department budgets to the County Administrator and final budget approval by the County Board.
  - j. Oversees data governance to ensure data integrity, availability, and confidentiality.
  - k. Implements robust cybersecurity measures for data and information security.
  - l. Continuously assesses and mitigates IT-related risks, including data breaches.
  - m. Oversees the maintenance, scalability, and optimization of technology infrastructure.
  - n. Manage professional relationships with technology vendors, service providers, and partners.
  - o. Evaluates, selects, and negotiates contracts for technology services and solutions that will be provided to the final decision maker.
  - p. Serves on planning and policy-making work groups that relate to ICT Department operations and functions.
  - q. Recommends appropriate IT policy and budgeting changes/enhancements for ultimate approval by the County Board.
  - r. Assists the Administrative Services Department and elected offices in responding to requests for records and information.
5. Adheres to all work and safety policies and governing procedures established by the County Board.
6. Ensures the ICT Department preserves the confidentiality and security of sensitive information.
7. Complies with all applicable federal and state laws and regulations

## Kendall County Job Description

regarding or relating to assigned job duties including, but not limited to the Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.

8. Complies with all applicable policies and procedures regarding or relating to assigned job duties.
9. Maintains availability outside work hours to respond to emergencies.
10. Maintains regular attendance and punctuality.
11. Travels to and from meetings, training, conferences, and other County office locations to perform job duties.
12. Performs other duties, as required or assigned by the County Board and/or the County Administrator.

### C. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

#### **1. LANGUAGE SKILLS:**

- a. Ability to research, read, and interpret documents and simple instructions.
- b. Ability to prepare documents, reports, and correspondence.
- c. Ability to speak effectively with the public, employees, vendors, law enforcement agencies and elected officials.
- d. Requires excellent knowledge of the English language, spelling and grammar.

#### **2. MATHEMATICAL SKILLS:**

- a. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- b. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- c. Ability to read and understand basic workplace data such as simple forms, tables, graphs, schedules, etc.

#### **3. REASONING ABILITY:**

- a. Ability to analyze situations to identify problems; to identify sources of obstacles; and to evaluate and develop possible solutions.
- b. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- c. Ability to deal with problems involving several concrete variables in

## Kendall County Job Description

standardized situations.

### **4. OTHER SKILLS, KNOWLEDGE, AND ABILITIES:**

- a. Strong organizational skills and multi-tasking skills.
- b. Knowledge of information technology computer systems and software and the ability to manage the entire spectrum of information technology operations, configuration of computer hardware, including but not limited to LAN and WAN capabilities.
- c. Knowledge of contracting, negotiating, and change management.
- d. Ability to display a positive, cooperative, professional, and team orientated attitude.
- e. Ability to manage several projects.
- f. Ability to participate in and facilitate group meetings.
- g. Proficient knowledge of MS Word, Excel, Outlook, Teams, and PowerPoint.
- h. Knowledge of office practices, principles of modern record keeping, and setting and maintaining filing systems.
- i. Knowledge of principles and practices of local government structure and services.
- j. Ability to comply with all County policies and procedures, and to adhere to set standards.

### **5. EDUCATION AND EXPERIENCE:**

- a. A minimum of a Bachelor's degree from an accredited college or university is required. Preferred areas of study include information technology, computer science, or related fields.
- b. A minimum of four (4) years of work experience as a manager or director of an information technology department.
- c. Previous governmental experience in technology and information systems is preferred.
- d. Prior experience in strategic planning, execution and implementation of information technology integration in a 50+ user environment.

### **6. CERTIFICATES, LICENSES, REGISTRATIONS:**

- a. Current and valid Driver's License and reliable transportation.
- b. Any and all other certificates and registrations as required for the specific duties performed.

### **D. Physical Demands:**

While performing the duties of this job, the employee must be able to:

- a. Frequently sit for long periods of time at a desk, in meetings, and during travel to various locations to perform assigned job duties;
- b. Occasionally lift and/or move up to 40 pounds;
- c. Frequently lift and/or move up to 10 pounds;

## Kendall County Job Description

- d. Use hands and fingers to grip, handle, type, write, and feel;
- e. Reach, push, and pull with one and/or both hands and arms;
- f. Talk and hear in person and via use of telephone;
- g. Vision abilities include close and distance vision, depth perception, and the ability to view computer monitors and screens for extended periods of time;
- h. Travel independently to other County office buildings and other locations throughout the County, to perform assigned job duties.

### **E. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- a. Mostly inside environmental conditions except when outside traveling between various buildings or locations to perform assigned job duties.
- b. The noise level in the work environment is usually quiet to moderately quiet.
- c. Employee may be exposed to files, videos, and documents of a graphic or sexual nature while performing assigned job duties.
- d. Employee may be exposed to stressful situations while working with others to perform assigned job duties.
- e. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.
- f. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, work sites, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc:        personnel file, employee**

## Kendall County Job Description

**TITLE:** IT Systems Manager  
**DEPARTMENT:** Information and Communication Technology (ICT)  
**SUPERVISED BY:** Chief Information Officer  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** Draft

### **A. Position Summary:**

Under the direct supervision of the Chief Information Officer, the position carries the key responsibility of managing the day-to-day operations of the Information and Communication Technology (ICT) Department, encompassing both helpdesk and operations functions. This includes overseeing support services, infrastructure maintenance, and operational excellence within the ICT Department. This position will also assist in the coordination and oversight of IT projects.

### **B. Essential Duties and Responsibilities:**

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

1. Primary duties include the management and oversight of the information systems division of the ICT Department by performing duties including, but not limited to the following:
  - a. Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent) assigned to the information systems division of the ICT Department.
  - b. Interviews and makes recommendations for hiring staff in the information systems division of the ICT Department, which recommendations are given great weight by the Chief Information Officer.
  - c. Trains employees assigned to perform work in the information systems division of the ICT Department.
  - d. Appraises employees' productivity and efficiency for the purpose of recommending promotions or other changes in status to the Chief Information Officer, which recommendations are given great weight by the Chief Information Officer.
  - e. Handles employee complaints and grievances for employees assigned to the information systems division of the ICT Department.
  - f. Sets and adjusts employees' hours of work for the information systems division of the ICT Department.
  - g. Maintains production and operations records for use in supervision and control of the information systems division of the ICT Department.

## Kendall County Job Description

- h. Recommends discipline to the Chief Information Officer, which recommendations are given great weight by the Chief Information Officer.
  - i. Apportions the work among employees assigned to the information systems division of the ICT Department.
  - j. Carries out all other supervisory responsibilities in accordance with all applicable laws, regulations, policies, and procedures.
- 2. Primary duties include the performance of office or non-manual work directly related to the management and general business operations of the information systems division of the ICT Department, which duties include, but are not limited to the following:
  - a. Plans for, directs, and administers the day-to-day functions of the information systems division for the ICT Department.
  - b. Assists the Chief Information Officer by providing insight regarding information systems costs for the upcoming annual budget for the ICT Department.
  - c. Performs oversight of daily information technology (IT) operations: work orders, department-requested projects, and ICT department-specific projects
  - d. Co-develops and implements organizational policies and procedures regarding appropriate usage of technology within the Kendall County organization.
  - e. Evaluates vendor products and services while maintaining good working relationships with vendors.
  - f. Provides primary coordination and oversight of IT projects for the information systems division of the ICT Department.
  - g. Compiles and analyzes data and prepares reports, forms, and other documents related to the IT functions of the ICT Department.
  - h. Attends conferences, professional association meetings, and technical symposia to gain awareness of the latest information security technological developments and provides recommendations regarding how to implement necessary security technological developments at the County.
- 3. Primary duties include the application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications for the County, which duties include, but are not limited to the following:
  - a. Maintains deep knowledge of current and emerging threats and vulnerabilities in IT security.
  - b. Maintains constant communication with Security Operating Center (SOC) to ensure any outstanding or potential threats have been documented and a plan of action to mitigate any potential threat to Kendall County has been performed.



## Kendall County Job Description

- c. Participates as a member of Kendall County's Security Incident Response Team; evaluates security incidents; develops solutions and communicates results to management; and participates in after-hours, on-call incident management.
  - d. Collaborates with the Chief Information Officer to create and manage IT contingency plans for disaster recovery efforts in the Incident Response Plan.
  - e. Initiates and/or manages audits performed by third parties to identify areas of vulnerability.
- 4. The employee's primary duties include the exercise of discretion and independent judgment with respect to matters of significance and their recommendations regarding the same are given great weight by the final decision maker.
  - 5. Maintains regular attendance and punctuality during assigned work hours and after work hours, as necessary, with the possibility of off hours' support.
  - 6. Travels to and from meetings, trainings, conferences, and other locations both within and outside of Kendall County to perform assigned job duties.
  - 7. Attends Kendall County Board meetings, County Board committee meetings, and any other meetings as assigned by the Chief Information Officer.
  - 8. Maintains the confidentiality of all County systems and information contained therein.
  - 9. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, vendors, and the public.
  - 10. Complies with all applicable federal and state laws and regulations.
  - 11. Adheres to all applicable County policies and procedures.
  - 12. Performs other duties and responsibilities, as assigned.

### **C. Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

- 1. **LANGUAGE SKILLS:**
  - a. Ability to research, read, and interpret documents and simple

## Kendall County Job Description

instructions.

- b. Ability to prepare documents, reports, and correspondence.
- c. Ability to present information and communicate effectively (both orally and in writing) with the public, employees, vendors, law enforcement agencies and elected officials in a timely and professional manner.
- d. Requires good knowledge of the English language, spelling, and grammar.

### 2. **MATHEMATICAL SKILLS:**

- a. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- b. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- c. Ability to read and understand basic workplace data such as simple forms, tables, graphs, schedules, etc.

### 3. **REASONING ABILITY:**

- a. Ability to analyze situations to identify problems; to identify sources of obstacles; and to evaluate and develop possible solutions.
- b. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- c. Ability to deal with problems involving several concrete variables in standardized situations.
- d. Ability to build teamwork, organize, prioritize, and perform multiple tasks in a timely manner.
- e. Maintains superb troubleshooting abilities, including server and networking troubles.

### 4. **OTHER SKILLS, KNOWLEDGE, AND ABILITIES:**

- a. Strong organizational skills and multi-tasking skills.
- b. Knowledge of information technology computer systems and software and the ability to manage the entire spectrum of information technology operations, configuration of computer hardware, including but not limited to LAN and WAN capabilities.
- c. Knowledge of contracting, negotiating, and change management.
- d. Ability to display a positive, cooperative, professional, and team orientated attitude.
- e. Ability to manage several projects.
- f. Ability to participate in and facilitate group meetings.
- g. Proficient knowledge of Office 365 platform including, but not limited to Microsoft Word, Excel, Outlook, Teams, and PowerPoint and ability to perform application support.
- h. General knowledge of networking devices, software, and file transfer protocols
- i. Commitment to quality results and customer focused.

## Kendall County Job Description

- j. Dependable, has integrity and willingness to learn.
- k. Ability to obtain knowledge and learn new skills to enhance job performance and abilities.
- l. Knowledge of office practices, principles of modern record keeping, and setting and maintaining filing systems.
- m. Knowledge of principles and practices of local government structure and services.
- n. Ability to comply with all County policies and procedures, and to adhere to set standards.

### 5. **EDUCATION AND EXPERIENCE:**

- a. A minimum of either:
  - i. A Bachelor's degree from an accredited college or university in a computer science or related field and at least five (5) years of prior work experience in Information Technology; or
  - ii. A minimum of a high school diploma or GED and at least eight (8) years or prior work experience in Information Technology is required.
- b. Previous governmental experience in technology and information systems is preferred.
- c. Prior experience in strategic planning, execution, and implementation of information technology integration in a 300+ user environment is preferred.

### 6. **CERTIFICATES, LICENSES, AND REGISTRATIONS**

- 1. Current and valid driver's license and reliable transportation.
- 2. Industry Certifications preferred– PMP, Security+, CISM, CITP, ITIL, CISSP
- 3. Any and all other certificates and registrations as required for the specific duties performed.

## **D. Physical Demands:**

While performing the duties of this job, the employee must be able to:

- 1. Frequently sit for long periods of time at a desk, in meetings, and during travel to various locations to perform assigned job duties;
- 2. Occasionally lift and/or move up to 40 pounds;
- 3. Frequently lift and/or move up to 10 pounds;
- 4. Use hands and fingers to grip, handle, type, write, and feel;
- 5. Reach, push, and pull with one and/or both hands and arms;
- 6. Climb stairs and ladders and balance;
- 7. Stoop, kneel, crouch, and/or crawl;
- 8. Talk and hear in person and via use of telephone;
- 9. Specific vision abilities include close and distance vision, depth perception, and the ability to view computer monitors and screens for extended periods of time;
- 10. Travel independently to other County office buildings and other

## Kendall County Job Description

locations throughout the County, to perform assigned job duties.

### **E. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Mostly inside environmental conditions except when outside traveling between various buildings or locations to perform assigned job duties.
2. The noise level in the work environment is usually quiet to moderately quiet.
3. Employee may be exposed to files, videos, and documents of a graphic or sexual nature while performing assigned job duties.
4. Employee may be exposed to stressful situations while working with others to perform assigned job duties.
5. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.
6. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, work sites, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc: personnel file, employee**

## Kendall County Job Description

**TITLE:** IT Project Manager  
**DEPARTMENT:** Information and Communication Technology  
**SUPERVISED BY:** Chief Information Officer  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** TBD

### **A. Position Summary:**

Under the supervision of the Chief Information Officer, the IT Project Manager serves as a pivotal leader within the Information and Communication Technology Department (ICT Department). This position offers expert guidance in systems analysis, design, and maintenance. This position provides crucial technical counsel to the Chief Information Officer and nurtures vendor relationships to ensure the seamless operation of Kendall County's information systems. The IT Project Manager plays a central role in advancing technological efficiency within Kendall County's operations by performing duties including, but not limited to overseeing website updates, managing procurement for ICT Department, and exercising discretion in critical system decisions (including decisions vital for local elections and ERP systems).

### **B. Essential Duties and Responsibilities:**

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

1. Performs office or non-manual work that directly pertains to management and operations of the ICT Department by performing duties including, but not limited to the following:
  - a. Applies systems analysis techniques and procedures, including consulting with users, to determine hardware, software, and system functional specifications.
  - b. Oversees project management for ICT Department by performing duties including, but not limited to the following:
    - i. Prepares and maintains project tracking, reports on project status, and budget to actual costs.
    - ii. Conducts project review meetings and reports on project slippage, complex or newly identified technical problems, and budget/cost changes.
    - iii. Provides project management leadership and utilizes various methodologies, tools, and techniques to manage all aspects of project execution.
    - iv. Establishes and communicates new project management forecasts as necessary.
  - c. Assists the Chief Information Officer in providing technical guidance and recommendations regarding the County's information systems.

## Kendall County Job Description

- d. Develops relationships and maintains regular communications with hardware and software vendors to maintain and update the County's information systems.
  - e. Offers alternative solutions to emerging issues that prevent core functions of County Offices and Departments.
  - f. Manages purchasing and accounts payable for ICT.
- 2. Designs, develops, documents, analyzes, creates, tests, modifies, and maintains computer systems or programs (including prototypes) based on user or system design specifications for the following Kendall County systems and programs:
  - a. The technologies required to facilitate local elections through the Kendall County Clerk's Office;
  - b. The Tyler Munis Enterprise Resource Planning (ERP) system for Kendall County; and
  - c. The technology required to run judicial functions for the Kendall County Court House.
- 3. Oversees website design and management for Kendall County's website by performing duties including, but not limited to the following:
  - a. Plans, develops, and implements updates for the Kendall County website to ensure the website is current and evolving.
  - b. Designs and develops new forms, pages, and other needs for the Kendall County website.
  - c. Ensures the website is properly integrated with related computer systems and back-end processes.
  - d. Oversees Kendall County website uptime, security, and debugging.
- 4. Exercises discretion and independent judgment with respect to matters of significance regarding updates, programming, and technological systems, and the employee's recommendations regarding other critical systems are given great weight by the final decision maker.
- 5. Travels to and attends various meetings and conferences both within and outside of Kendall County as a representative of ICT Department.
- 6. Trains County employees in the use of new software.
- 7. Complies with all applicable state and federal laws and regulations.
- 8. Maintains the confidentiality of all County systems and information contained therein.
- 9. Adheres to all applicable County policies and procedures.

## Kendall County Job Description

10. Maintains regular attendance and punctuality during assigned work hours and after work hours, as necessary, with the possibility of off-hours' support.
11. Performs other duties and responsibilities as assigned.

### C. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

#### 1. LANGUAGE SKILLS:

- a. Ability to research, read, and interpret documents and simple instructions.
- b. Ability to prepare documents, reports, and correspondence.
- c. Ability to present information and communicate effectively (both orally and in writing) with the public, employees, vendors, law enforcement agencies and elected officials in a timely and professional manner.
- d. Requires excellent knowledge of the English language, spelling, and grammar.

#### 2. MATHEMATICAL SKILLS:

- a. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- b. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- c. Ability to read and understand basic workplace data such as simple forms, tables, graphs, schedules, etc.

#### 3. REASONING ABILITY:

- a. Ability to analyze situations to identify problems; to identify sources of obstacles; and to evaluate and develop possible solutions.
- b. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- c. Ability to deal with problems involving several concrete variables in standardized situations.
- d. Ability to build teamwork, organize, prioritize, and perform multiple tasks in a timely manner.
- e. Maintains superb troubleshooting abilities, including server and networking troubles.

#### 4. OTHER SKILLS, KNOWLEDGE, AND ABILITIES:

- a. Strong organizational skills and multi-tasking skills.
- b. Knowledge of information technology computer systems and

## Kendall County Job Description

software and the ability to manage the entire spectrum of information technology operations, configuration of computer hardware, including but not limited to LAN and WAN capabilities.

- c. Knowledge of contracting, negotiating, and change management.
- d. Ability to display a positive, cooperative, professional, and team orientated attitude.
- e. Ability to manage several projects.
- f. Ability to participate in and facilitate group meetings.
- g. Proficient knowledge of MS Word, Excel, Outlook, Teams, and PowerPoint and ability to perform application support.
- h. General knowledge of networking devices, software, and file transfer protocols
- i. Commitment to quality results and customer focused.
- j. Dependable, has integrity and willingness to learn.
- k. Ability to obtain knowledge and learn new skills to enhance job performance and abilities.
- l. Knowledge of office practices, principles of modern record keeping, and setting and maintaining filing systems.
- m. Knowledge of principles and practices of local government structure and services.
- n. Ability to comply with all County policies and procedures, and to adhere to set standards.

### 5. **Education and Experience:**

- a. A minimum of either:
  - i. A Bachelor's degree from an accredited college or university in a computer science or related field and at least five (5) years of prior work experience in Information Technology; or
  - ii. A high school diploma or GED and at least eight (8) years or prior work experience in Information Technology is required.
- b. Previous governmental experience in technology and information systems is preferred.
- c. Prior experience in strategic planning, execution, and implementation of information technology integration in a 300+ user environment is preferred.

### 6. **Certificates, Licenses, Registrations**

- a. Current and valid Driver's License and reliable transportation.
- b. Industry Certifications preferred– PMP, Security+, CISM, CITP, ITIL, CISSP
- c. Any and all other certificates and registrations as required for the specific duties performed.

### D. **Physical Demands:**

While performing the duties of this job, the employee must be able to:

- 1. Frequently sit for long periods of time at a desk, in meetings, and during



## Kendall County Job Description

- travel to various locations to perform assigned job duties;
2. Occasionally lift and/or move up to 40 pounds;
  3. Frequently lift and/or move up to 10 pounds;
  4. Use hands and fingers to grip, handle, type, write, and feel;
  5. Reach, push, and pull with one and/or both hands and arms;
  6. Climb stairs and ladders and balance;
  7. Stoop, kneel, crouch, and/or crawl;
  8. Talk and hear in person and via use of telephone;
  9. Specific vision abilities include close and distance vision, depth perception, and the ability to view computer monitors and screens for extended periods of time;
  10. Travel independently to other County office buildings and other locations throughout and outside the County, to perform assigned job duties.

### **E. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Mostly inside environmental conditions except when outside traveling between various buildings or locations to perform assigned job duties.
2. The noise level in the work environment is usually quiet to moderately quiet.
3. Employee may be exposed to files, videos, and documents of a graphic or sexual nature while performing assigned job duties.
4. Employee may be exposed to stressful situations while working with others to perform assigned job duties.
5. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.
6. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, work sites, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

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**Employee's Signature**

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**Date**

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**Signature of Supervisor**

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**Date**

**cc: personnel file, employee**

## Kendall County Job Description

**TITLE:** Deputy Director of Information Communication and Technology  
**DEPARTMENT:** Information Communication and Technology (ICT)  
**REPORTS TO:** County Administrator  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** In Progress

### I. Position Summary:

The Deputy Director of Information, Communication and Technology performs research and analytical work in support of administrative, financial, and personnel functions of ICT & the Geographical Information Systems (GIS) departments. Additionally, serves as GIS Coordinator by supervising, managing, and directing the field and office activities of the Kendall County GIS Department. The Deputy Director of Information, Communication and Technology serves as the Chief Information Officer in their absence.

### II. Essential Duties and Responsibilities:

#### A. GIS Department: Supervises, manages, and directs the operation and maintenance of the Kendall County GIS Department including, but not limited to, the following duties:

- Responsible for the overall management of Enterprise GIS.
- Ensure the orderly and technically sound development and operation of the system and that the needs of the stakeholders and users of the Enterprise GIS are adequately met.
- Develops and manages the GIS program budget.
- Procures project management of consultants, vendors, and staff supporting the GIS department.
- Directs the definition and technical review of database(s) and application designs.
- Manages the technical development and quality assurance of the Enterprise GIS database
- Coordinates the creation or revisions of existing maps and charts as relative to county and intergovernmental projects.
- Produces new maps and viewers at the request of Kendall County's elected officials and County staff.
- Responsible for problem resolution, software, and hardware contract maintenance.
- Explains and interprets division activities and policies to the general public.
- Performs routine to moderately complex cadastral mapping duties.
- Interprets legal descriptions, records of surveys, tract and parcel maps, and other related documents.
- Utilizes a data management computer system to retrieve and enter property information.
- Secures aerial imagery of the county at least every other year taken at leaf-off/spring time.

## **Kendall County Job Description**

- Compiles data required for land record map preparation or revision, including aerial photographs, survey notes, records, reports, and original maps to ensure completeness and accuracy.
- Develops and oversees all public relations for the GIS Department, including but not limited to, development, administration, and maintenance of the GIS Department's website to ensure information is current and accurate.
- Serves as the GIS Department's liaison with Kendall County's elected officials, department heads, and local community leaders.
- Provide technical expertise and assistance to meet the needs and requests of other government agencies and the general public related to the GIS system.
- Recommends changes to GIS software, CAD software, hardware, network, and database organizations, in order to maximize efficiencies for better service to GIS users, which recommendations are given significant weight by the final decision- makers.
- Oversees and plans the potential growth and performance of the cloud platform hosting programs for both private and public use.
- Issues work orders for necessary maintenance within the GIS Department.
- Customarily and regularly supervises, manages, and directs the work of at least two (2) or more full-time employees (or their equivalent) working in the Kendall County GIS Department including, but not limited to, the following:
  - o Interviews, selects, and trains GIS Department staff.
  - o Sets and adjusts employees' hours of work.
  - o Provides recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the final decision-maker.
  - o Prepares and maintains production and operations records for use in supervision and control of the GIS Department's services.
  - o Appraises employees' productivity and efficiency for the purpose of recommending promotions or other changes in status.
  - o Handles employee complaints and grievances.
  - o Provides recommendations regarding personnel policies and procedures applicable to GIS Department staff, which recommendations are given significant weight by the final decision-maker.
  - o Provides recommendations regarding the hiring, firing, and discipline of GIS Department staff, which recommendations are given significant weight by the final decision-maker.
  - o Apportions the work among GIS Department employees.
  - o Plans, organizes, and supervises the activities of GIS Department staff.
  - o Develops and implements training program for GIS Department staff.

### **B. ICT Department**

- Coordinate various special projects
- Maintain inventory by ordering supplies and equipment

## **Kendall County Job Description**

- Schedule meetings, appointments, and training classes
- Research, prepare, create, review, and process paperwork, correspondence, reports, newsletters, promotional materials, and other materials
- Monitor contracts and maintain spreadsheets, logs, and files
- Attend meetings and workshops
- Participate in the development of divisional policies
- Assist with budget research and prepare reports
- Monitor revenues and expenditures
- Compile data relating to financial issues
- Review and process invoices, deposits, payments, and payroll
- Prepare financial documents and billings
- Perform financial calculations, extract and analyze from financial databases, accounts, grants, and reconciling accounts.
- Assists with personnel actions, including:
  - employee hiring processes,
  - researching and analyzing employee issues and documenting findings and actions.
  - Supervises ICT Department staff in absence of Director

### **C. Shared Intergovernmental Services**

- Meet with clients to understand scope of projects
- Provide cost estimates of projects
- Assign work among ICT & GIS employees
- Accurately track services rendered
- Prepare quarterly bills to customers
- Participate in Shared Services meetings

### **D. Performs other duties and responsibilities as assigned.**

## **III. Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

### **A. Skills, Knowledge and Abilities:**

- Knowledgeable of GIS software and technology, and familiar with a variety of the field's concepts, practices, and procedures.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Relies on extensive experience and judgment to plan and accomplish goals; a wide degree of creativity and latitude is expected.
- Ability to build teamwork, organizes, prioritize, and perform multiple tasks in a timely manner.
- Ability, skill, and knowledge necessary to effectively supervise and manage the GIS Department.
- Ability to deal tactfully and courteously with the public.
- Ability to analyze a variety of complex working procedures.

### **B. Work Standards and Best Practice Guidelines:**

- Complies with all applicable state and federal laws and regulations.

## **Kendall County Job Description**

- Complies with all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism.
- Proven time management skills.
- Proven project management skills.
- Maintains confidential records including but not limited to personnel records, budget, and long-term strategy planning records, etc.
- Proficient in MS Products including office SQL, and Window Server.
- Proficient in ESRI products.

### **C. Education and Experience**

- This position requires a minimum of either a Bachelor's degree from an accredited institution or ten (10) or more years of increasingly responsible experience in the design, development, implementation, and administration of a geographical information system.
- Experience in database administration and implementation related to ArcGIS and enterprise databases is required.
- Proven understanding of land records, legal descriptions, surveys, tracts, and parcel maps is required.
- Working knowledge of GIS and cartographic standards is required.
- Three (3) or more years of personnel management experience is preferred

### **IV. Physical Demands:**

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception;
- Travel independently to other County office locations and to GIS-related business meetings and conferences.

### **V. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Occasionally work outside as required to perform work related tasks.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

## Kendall County Job Description

By signing my name below, I hereby affirm that I received a copy of this job description.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

cc:    personnel file, employee

## Kendall County Job Description

**TITLE:** Systems Administrator  
**DEPARTMENT:** Information Communication and Technology Department  
**SUPERVISED BY:** IT Systems Manager  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** TBD

### A. Position Summary:

This position is primarily responsible for administering, designing, maintaining, and documenting county enterprise systems including, but not limited to 911 Computer Aided Dispatch, Microsoft Windows, Active Directory, Countywide Police Records Management System, Mobile Data Terminals, Microsoft SQL Server Services, Microsoft Systems Center Configuration Manager (SCCM).

### B. Essential Duties and Responsibilities:

1. Primary duties consist of the following:
  - a. Applies systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications.
  - b. Designs, develops, documents, analyzes, creates, tests, modifies and maintains computer systems or programs, including prototypes, based on and related to user or system design specifications.
2. Ensures that the hardware systems and network performance meet the functional and strategic needs of the County's information systems.
3. Provides troubleshooting, support, and resolves system failures.
4. Designs, installs, and debugs new/upgraded software on server and client platforms.
5. Assists the IT Systems Manager and Chief Information Officer in providing technical guidance and recommendations regarding the County's information systems.
6. Serves as backup for networking, virtual server platform, and storage administration.
7. Provides support and guidance to help desk support team members.
8. Interacts with hardware and software vendors as appropriate to solve problems.
9. Designs procedures and training for end users.
10. Maintains the confidentiality of all County systems and information contained therein.
11. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, vendors, and the public.
12. Attendance and punctuality during assigned work hours and after work hours, as necessary, with the possibility of off hours' support.
13. Complies with all applicable state and federal laws and regulations.
14. Adheres to all applicable County policies and procedures.
15. Performs other duties and responsibilities as assigned.

### C. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:



## Kendall County Job Description

1. **LANGUAGE SKILLS:**
  - a. Ability to research, read and interpret documents.
  - b. Ability to prepare documents, reports, and correspondence.
  - c. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials.
  - d. Requires knowledge of the English language, spelling and grammar.
2. **MATHEMATICAL SKILLS:**
  - a. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
  - b. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. **REASONING ABILITY:**
  - a. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
  - b. Ability to deal with problems involving several concrete variables in standardized situations.
4. **CERTIFICATES, LICENSES, REGISTRATIONS:**
  - a. Industry Certifications preferred but not required – Microsoft A+ Security+
  - b. Current and valid Driver's License is required.
  - c. Any and all other certificates and registrations as required for the specific duties performed.
5. **OTHER SKILLS, KNOWLEDGE AND ABILITIES:**
  - a. The ability to present information and communicate effectively both orally and in writing with staff, county officials, law enforcement officials, and the general public in a timely and professional manner.
  - b. Ability to build teamwork, organize, prioritize, and perform multiple tasks in a timely manner.
  - c. Superb troubleshooting abilities including server and networking troubles.
  - d. Able to work and interact with others in a structured / team environment.
  - e. Ability to multi-task and work independently.
  - f. Represents department with professionalism and confidence.
  - g. Commitment to quality results and customer focused.
  - h. Dependable; has integrity and a willingness to learn.
  - i. High degree of professionalism and demeanor.
  - j. Proven time management skills.
  - k. Obtain knowledge and learn new skills to enhance job performance and abilities.
  - l. Work with diverse populations.
6. **EDUCATION AND EXPERIENCE:**
  - a. Either (i) a minimum of a Bachelor's degree and a minimum of at least two years' prior work experience in information technology or (ii) a combination of post high school education and a minimum of at least six years prior work experience in information technology is required.
  - b. Working knowledge of Microsoft software, such as Windows Products, and



## Kendall County Job Description

- ability to perform application support as assigned.
- c. General knowledge of networking devices, software, and file transfer protocols is required.
- d. Industry certifications are preferred but not required: Microsoft, Cisco, A+.

### D. Physical Demands:

While performing the duties of this job, the employee must be able to:

1. Frequently sit for up to 2-hour periods of time at desk and/or in meetings;
2. Occasionally lift and/or move up to 40 pounds; frequent lifting requirements of 20 pounds or less.
3. Use hands and fingers to finger, handle, type, write, and feel;
4. Reach, push and pull with one and/or both hands and arms;
5. Bend over at the waist and reach with one and/or both hands and arms;
6. Climb stairs and ladders and balance;
7. Stoop, kneel, crouch, and/or crawl;
8. Talk and hear in person and via use of telephone;
9. Specific vision abilities include close and distance vision, depth perception; and ability to view computer monitors and screens.
10. Travel independently to other County office locations.

### E. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Mostly inside environmental conditions except when outside traveling between various buildings or locations to perform assigned job duties.
2. The noise level in the work environment is usually quiet to moderately quiet.
3. Employee may be exposed to files, videos, and documents of a graphic or sexual nature while performing assigned job duties.
4. Employee may be exposed to stressful situations while working with others to perform assigned job duties.
5. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.
6. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, work sites, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc: personnel file, employee**

## Kendall County Job Description

**TITLE:** Helpdesk Supervisor  
**DEPARTMENT:** Information Communication and Technology (ICT)  
**REPORTS TO:** IT Systems Manager  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** In Progress

### **A. Position Summary:**

The Helpdesk Supervisor, under the supervision of the IT Systems Manager, is responsible for overseeing and managing the County's IT support systems, including Helpdesk software and computer hardware. This position ensures that end users receive timely and efficient assistance, while also designing, maintaining, and documenting IT systems. The role includes responsibility for managing the Helpdesk staff and core applications. The Helpdesk Supervisor provides leadership and support for both technical staff and users, ensuring smooth daily operations.

### **B. Essential Duties and Responsibilities:**

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

1. Primary duty is to apply systems analysis techniques and consult with users to determine hardware, software, or system specifications. This includes providing documentation, project tracking, and reports to management.
2. Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent) assigned to the ICT Department.
3. Performs supervisory responsibilities for the ICT Department including, but not limited to, the following:
  - a. Interviewing and selecting assigned employees in the ICT Department;
  - b. Appraising assigned employees' productivity and efficiency;
  - c. Conducts annual performance evaluations for all direct reports; and
  - d. Makes recommendations regarding the advancement, promotion, and any other changes of status to the Information Systems Manager or Chief Information Officer, which recommendations are given significant weight by the final decision makers.
4. Primary duties include the performance of office or non-manual work directly related to the management or general business operations of the ICT Department, which duties include, but are not limited to the following:
  - a. Provides senior-level solutions to helpdesk calls, enter work orders, and ensure timely resolution of hardware, software, and peripheral

## Kendall County Job Description

- issues across the enterprise.
  - b. Takes the lead in monitoring and maintaining all county equipment, including laptops, tablets, copiers, and printers.
  - c. Manages the assignment of new computer equipment and maintains accurate inventory records.
  - d. Oversees the helpdesk work order process from creation to resolution, ensuring timely completion and proper documentation.
  - e. Oversees mentorship programs to foster skills development and career progression among helpdesk staff.
  - f. Communicates with hardware and software vendors regarding user problems and solutions.
  - g. Assists the Technology Services Director in providing technical guidance and recommendations for the County's information systems.
  - h. Monitors ticket volume and performance metrics, ensuring the helpdesk team exceeds expectations and addresses issues when necessary. Offers guidance, support, and direction to the helpdesk team.
  - i. Collects feedback to identify patterns and recurring issues and develops FAQs or troubleshooting guides to assist users.
  - j. Interacts with vendors to resolve hardware and software problems as needed.
  - k. Designs procedures and delivers training to end users.
  - l. Provides recommendations to the Chief Information Officer and Information Systems Manager regarding the planning of long- and short-term business objectives for Kendall County's help desk operations, which recommendations are given significant weight by the final decision makers.
  - m. Formulates, affects, interprets, and/or provides recommendations to implement management policies or operating practices as it pertains to help desk operations, which recommendations are given significant weight by the final decision makers.
  - n. Assists the Information Systems Manager and the Chief Information Officer with preparation of budget and capital expenditures as it pertains to help desk operations and needs.
- 5. Adheres to all work and safety policies and governing procedures established by the County Board.
  - 6. Maintains the confidentiality of all County systems and information contained therein.
  - 7. Complies with all applicable federal and state laws and regulations regarding or relating to assigned job duties including, but not limited to the Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.
  - 8. Complies with all applicable policies and procedures regarding or relating to

## Kendall County Job Description

assigned job duties.

9. Maintains regular attendance and punctuality during assigned work hours and after work hours, as necessary, with the possibility of off-hours support.
10. Travels to and from meetings, training, conferences, and other County office locations to perform job duties.
11. Performs other duties, as required or assigned by the Information Systems Manager or Chief Information Officer.

### C. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

#### 1. LANGUAGE SKILLS:

- a. Ability to research, read, and interpret documents and simple instructions.
- b. Ability to prepare documents, reports, and correspondence.
- c. Ability to speak effectively with the public, employees, vendors, and the County's elected officials.
- d. Requires good knowledge of the English language, spelling and grammar.

#### 2. MATHEMATICAL SKILLS:

- a. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- b. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- c. Ability to read and understand basic workplace data such as simple forms, tables, graphs, schedules, etc.

#### 3. REASONING ABILITY:

- a. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- b. Ability to deal with problems involving several concrete variables in standardized situations.

#### 4. OTHER SKILLS, KNOWLEDGE, AND ABILITIES:

- a. Ability to present information and communicate effectively both orally and in writing with staff, county officials, law enforcement officials, and the general public in a timely and professional manner.
- b. Ability to build teamwork, organize, prioritize and perform multiple tasks in a timely manner.

## Kendall County Job Description

- c. Superb troubleshooting abilities including server and networking troubles.
- d. Strong organizational skills and multi-tasking skills.
- e. Commitment to quality results and customer focused.
- f. Dependable; has integrity and a willingness to learn.
- g. Ability to display a positive, cooperative, professional, and team orientated attitude.
- h. Proficient knowledge of MS Word, Excel, Outlook, Teams, and PowerPoint.
- i. Knowledge of office practices, principles of modern record keeping, and setting and maintaining filing systems.
- j. Knowledge of principles and practices of local government structure and services.
- k. Ability to comply with all County policies and procedures, and to adhere to set standards.

### **5. EDUCATION AND EXPERIENCE:**

- a. A minimum of either (a) a bachelor's degree from an accredited college or university and a minimum of at least two (2) years' prior work experience in information technology or (b) a combination of post high school education and a minimum of five (5) years prior work experience in information technology is required.
- b. Working knowledge of Microsoft software, such as Windows Products, and ability to perform application support as assigned.
- c. General knowledge of networking devices, software, and file transfer protocols is required.

### **6. CERTIFICATES, LICENSES, REGISTRATIONS:**

- a. Industry Certifications (ITIL Foundation, Certified Support Professional (CSP), Microsoft MDAA) preferred but not required.
- b. Current and valid Driver's License and reliable transportation.
- c. Any and all other certificates and registrations as required for the specific duties performed.

### **D. Physical Demands:**

While performing the duties of this job, the employee must be able to:

- 1. Frequently sit for long periods of time at a desk, in meetings, and during travel to various locations to perform assigned job duties;
- 2. Occasionally lift and/or move up to 40 pounds;
- 3. Frequently lift and/or move up to 20 pounds;
- 4. Use hands and fingers to grip, handle, type, write, and feel;
- 5. Reach, push, and pull with one and/or both hands and arms;
- 6. Talk and hear in person and via use of telephone;
- 7. Climb stairs and ladders and balance;

## Kendall County Job Description

8. Stoop, kneel, crouch, and/or crawl;
9. Vision abilities include close and distance vision, depth perception, and the ability to view computer monitors and screens for extended periods of time;
10. Travel independently to other County office buildings to perform assigned job duties.

### **E. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Mostly inside environmental conditions except when outside traveling between various buildings or locations to perform assigned job duties.
2. The noise level in the work environment is usually quiet to moderately quiet.
3. Employee may be exposed to files, videos, and documents of a graphic or sexual nature while performing assigned job duties.
4. Employee may be exposed to stressful situations while working with others to perform assigned job duties.
5. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.
6. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, work sites, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc:        personnel file, employee**

## Kendall County Job Description

**TITLE:** Computer Support Specialist  
**DEPARTMENT:** Information and Communication Technology (ICT)  
**SUPERVISED BY:** Helpdesk Supervisor  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Non-Exempt  
**APPROVED:** TBD

### A. Position Summary:

The Helpdesk/Computer Support Specialist supports and maintains in-house computer systems. The systems include all software, workstations, laptops, some networking equipment, and peripherals on the network. The tasks include but are not limited to installing, diagnosing, repairing, maintaining and upgrading all hardware, software, and equipment while ensuring optimal workstation performance and end user support.

### B. Essential Duties and Responsibilities:

1. Maintain, analyze, troubleshoot, update, monitor and repair computer systems, hardware, software and computer peripherals.
2. Researches, evaluates, tests, and makes recommendations on all current and future software and hardware needs of the organization.
3. Installs, configures, repairs updates, and performs network wide system upgrades of workstations.
4. Provides end user technical support for all network-based workstations and applications. This position is first-level helpdesk support from logging the request/issue through post completion follow-up.
5. Provides documentation / project tracking and reporting to management.
6. Provides training and how to documentation for end user support.
7. Provides operational and training support to users using the telephone, in person and via remote access software.
8. Performs networking maintenance functions including, but not limited to user account creation, NTFS assignment of rights and permissions, and exchange mailbox account creation.
9. Keeps current with new security and network monitoring technologies, applicable laws and regulations. Maintains compliance with software licensing.
10. Participates in and facilitates group meetings regarding or relating to assigned job duties.
11. Maintains the confidentiality of all County systems and information contained therein.
12. Complies with all applicable state and federal laws and regulations.
13. Adheres to all applicable County policies and procedures.
14. Attendance and punctuality during assigned work hours.
15. Performs other duties and responsibilities as assigned.

### C. Qualifications:

To perform this job successfully, an individual must be able to perform all essential

## Kendall County Job Description

duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

**1. LANGUAGE SKILLS:**

- a. Ability to research, read and interpret documents.
- b. Ability to prepare documents, reports and correspondence.
- c. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials.
- d. Requires knowledge of the English language, spelling, and grammar.

**2. MATHEMATICAL SKILLS:**

- a. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- b. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**3. REASONING ABILITY:**

- a. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- b. Ability to deal with problems involving several concrete variables in standardized situations.

**4. CERTIFICATES, LICENSES, REGISTRATIONS:**

- a. Industry Certifications preferred but not required – Microsoft A+ Security+
- b. Current and valid Driver's License is required.
- c. Any and all other certificates and registrations as required for the specific duties performed.

**5. OTHER SKILLS, KNOWLEDGE AND ABILITIES:**

- a. Strong organization skills, ability to prioritize and schedule work duties, and be able to communicate effectively both orally and in writing with staff, network users, outside entities, vendors, and the general public.
- b. Active Directory, DHCP, DNS, SCCM, Microsoft Exchange, Helpdesk software, Image deployment systems and knowledge of LAN environments.
- c. Thorough knowledge of standard concepts, practices and procedures using Windows operating systems and software products in a network environment.
- d. Ability to multi-task and work independently.
- e. Ability to build teamwork and work as part of a team.
- f. Commitment to quality results and customer focused.
- g. Dependability, integrity and willingness to learn.
- h. High degree of professionalism and demeanor.
- i. Proven time management skills.



## Kendall County Job Description

### **6. EDUCATION AND EXPERIENCE:**

- a. A minimum of an Associate's degree and a minimum of two years prior work experience in the Networking field/PC field is required.
- b. Microsoft experience within Windows Server and Windows operating systems is preferred.
- c. General knowledge of networking devices, software, and file transfer protocols is required.

### **D. Physical Demands:**

While performing the duties of this job, the employee must be able to:

1. Frequently sit for up to 2-hour periods of time at desk and/or in meetings;
2. Occasionally lift and/or move up to 40 pounds; frequent lifting requirements of 20 pounds or less.
3. Use hands and fingers to finger, handle, type, write, and feel;
4. Reach, push and pull with one and/or both hands and arms;
5. Bend over at the waist and reach with one and/or both hands and arms;
6. Climb stairs and ladders and balance;
7. Stoop, kneel, crouch, and/or crawl;
8. Talk and hear in person and via use of telephone;
9. Specific vision abilities include close and distance vision, depth perception; and ability to view computer monitors and screens.
10. Travel independently to other County office locations.

### **E. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is subject to the following working conditions:

1. Mostly inside environmental conditions except when outside traveling between various buildings or locations to perform assigned job duties.
2. The noise level in the work environment is usually quiet to moderately quiet.
3. Employee may be exposed to files, videos, and documents of a graphic or sexual nature while performing assigned job duties.
4. Employee may be exposed to stressful situations while working with others to perform assigned job duties.
5. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.
6. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, work sites, etc.

## Kendall County Job Description

By signing my name below, I hereby affirm that I received a copy of this job description.

---

Employee's Signature

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Date

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Signature of Supervisor

---

Date

cc: personnel file, employee



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting

**Meeting Date:** 11/19/2024

**Subject:** Vehicle Transfer MOU

**Prepared by:** Tracy Page

**Department:** KC EMA

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**Action Requested:**

Approve MOU between Oswego Township and Emergency Management for vehicle transfer

**Board/Committee Review:**

Click or tap here to enter text.

**Fiscal impact:** zero fiscal impact for vehicle transfer, there will be a financial impact to outfit the vehicle

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**Background and Discussion:**

Oswego Township would like to give the Kendall County Emergency Management Agency a 2016 Ford Explorer that they no longer need.

**Staff Recommendation:**

**Attachments:**

- Memorandum of Understanding



## MEMORANDUM OF UNDERSTANDING

Oswego Township, Oswego Township Highway Department and Kendall County Emergency Management Agency agree to the following actionable principles:

**Transfer of Property/Vehicle-** Oswego Township, Oswego Township Highway Department, further known as Township, agree to transfer ownership of 2016 Ford Explorer, bearing vehicle identification number 1FM5K8AR6GGB13346, further known as vehicle, mileage 158,982, to Kendall County Emergency Management Agency, further known as KCEMA.

**Conditions-** Township will transfer the vehicle to KCEMA in good running condition, equipped with amber and white safety lights. Vehicle is transferred as is on day of pick up. Title will be signed for transfer by the Township and license plates removed. Transfer of title, ownership and replating will be the responsibility of KCEMA.

**Coordination-** KCEMA will be responsible for picking up vehicle and title from Township and transporting vehicle to their facility.

**Consent-** The Township and KCEMA acknowledge and agree to the terms of this agreement.

\_\_\_\_\_  
Claude Ainsworth, Oswego Township Highway Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kendall County

\_\_\_\_\_  
Date



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 11/19/2024

**Subject:** Approval of Petition 24-26, Rezoning the Property Between 11237 and 11209 River Road from R-1 to R-3

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of Petition 24-26, a Request from Timothy A. Tremain for a Map Amendment Rezoning the Property Between 11237 and 11209 River Road, Plano, in Bristol Township (PINs: 02-30-400-013 and 02-31-201-014) from R-1 One Family Residential District to R-3 One Family Residential District

### **Previous Board/Committee Review:**

ZPAC-Approval (7-0-3) on September 3, 2024

Kendall County Regional Planning Commission-Approval (9-0-1) on October 23, 2024

Kendall County Zoning Board of Appeals-Approval (5-0-2) on October 28, 2024

Planning, Building and Zoning Committee-Approval (3-0-2) on November 12, 2024

### **Fiscal impact:**

N/A

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### **Background and Discussion:**

The Petitioner would like to rezone the property in order to build a maximum of two (2) houses on the property.

The record for the Petition can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/30979/638660679901000000>.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Ordinance

Aerial

**ORDINANCE NUMBER 2024-\_\_\_\_\_**

**MAP AMENDMENT FOR APPROXIMATELY THREE POINT SIX ACRES LOCATED  
BETWEEN 11237 AND 11209 RIVER ROAD (PINS: 02-30-400-013 AND 02-31-201-014) IN  
BRISTOL TOWNSHIP  
Rezone from R-1 to R-3**

*WHEREAS*, Section 36-42 of the Kendall County Code permits the Kendall County Board to approve map amendments and provides the procedure through which map amendments are granted; and

*WHEREAS*, the property which is the subject of this Ordinance has been, since 2007, and remains currently located within the R-1 One Family Residential Zoning District and consists of approximately 3.6 more or less acres located between 11327 and 11209 River Road, Plano (PINs: 02-30-400-013 and 02-31-201-014) in Bristol Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

*WHEREAS*, on or about February 20, 2007, the Kendall County Board adopted Ordinance 2007-03, rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District; and

*WHEREAS*, the subject property is currently owned by Timothy A. Tremain and shall hereinafter be referred to as “Petitioner”; and

*WHEREAS*, on or about August 20, 2024, Petitioner’s representative filed a petition for a Map Amendment rezoning the subject property from R-1 One Family Residential District to R-3 One Family Residential District; and

*WHEREAS*, following due and proper notice by publication in the Kendall County Record on October 3, 2024, due and proper notification to the United City of Yorkville on or about August 23, 2024, due and proper notification to Bristol Township on or about October 8, 2024, and due and proper notification to all property owners of record of properties located adjacent to the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals conducted a public hearing on October 28, 2024, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested Map Amendment and zero members of the public testified in favor or in opposition of the requested Map Amendment or asked questions regarding the requested Map Amendment; and

*WHEREAS*, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated September 30, 2024, a true and correct copy of which is attached hereto as Exhibit B; and

*WHEREAS*, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested Map Amendment; and

*WHEREAS*, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall

County Zoning Ordinance; and

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a Map Amendment rezoning the subject property from R-1 One Family Residential District to R-3 One Family Residential District.
3. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this Map Amendment.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of November, 2024.

Attest:

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Kendall County Clerk  
Debbie Gillette

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Kendall County Board Chairman  
Matt Kellogg

## EXHIBIT A

### LEGAL DESCRIPTION OF TRACT TO BE REZONED:

Lot 1 of Glen Nelson Subdivision, being a Subdivision of Part of the Northeast Quarter of Section 31 and Part of the Southeast Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian in Bristol Township, Kendall County, Illinois, according to the Plat thereof recorded June 20, 2007 as Document 200700019233.



## Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-26 on October 28, 2024. On the same date, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of five (5) in favor and zero (0) in opposition. Members Cherry and Whitfield were absent.

### FINDINGS OF FACT-MAP AMENDMENT

*Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes and single-family residential purposes.*

*The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1, R-1, and R-3. In particular, the properties immediate south of the subject property are zoned R-3.*

*The suitability of the property in question for the uses permitted under the existing zoning classification. One (1) single-family home could be built on the subject property under the present R-1 zoning classification. If a property owner wanted to construct additional homes, a map amendment to a zoning district that allows for small lots, such as the R-3 zoning classification, would be needed.*

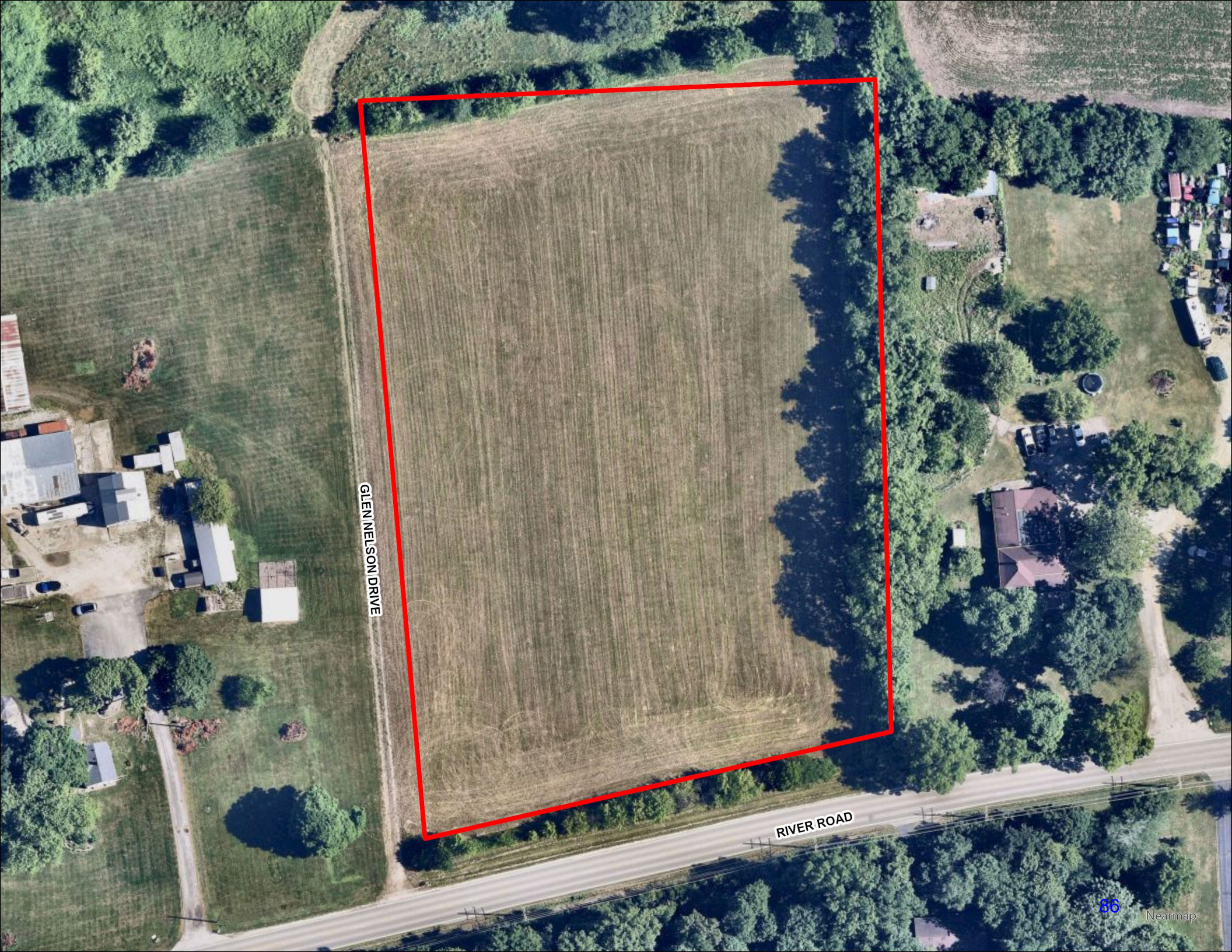
*The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single-family residential.*

*Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The subject property is classified as Rural Residential on the Future Land Use Map and the R-3 Zoning District is consistent with this land classification.*

### RECOMMENDATION

Approval





GLEN NELSON DRIVE

RIVER ROAD





## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 11/19/2024

**Subject:** Approval of Petition 24-28, Major Amendment to Special Use Permit for a Banquet Facility at 1998 Johnson Road

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

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### Action Requested:

Approval of Petition 24-28, Request from Peter J. and Laurie Jo Pasteris on Behalf of the Peter J. Pasteris, Jr. Revocable Declaration of Living Trust for a Major Amendment to a Special Use Permit for a Banquet Facility Granted by Ordinance 2015-06 at 1998 Johnson Road, Oswego (PINs: 06-11-100-004, 06-11-100-008, and 06-10-200-001) in Na-Au-Say Township by Amending the Site Plan by Replacing the Tent with a Permanent Building, Expanding the Special Use Permit Area, Increasing the Capacity of Attendees at Events, Changing the Operating Season to Year-Round, Replacing the Mobile Restroom Facilities with Permanent Restroom Facilities, and Having the Ability to Install Signage in the Future; Property is Zoned A-1 with a Special Use Permit

### Previous Board/Committee Review:

ZPAC-Approval with Conditions (7-0-3) on October 9, 2024

Kendall County Regional Planning Commission-Approval with Conditions (9-0-1) on October 23, 2024

Kendall County Zoning Board of Appeals-Approval with Conditions (5-0-2) on October 28, 2024

Planning, Building and Zoning Committee-Approval with Conditions (4-0-1) on November 12, 2024

### Fiscal impact:

N/A

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### Background and Discussion:

The Petitioner would like to make the following amendments to the special use permit for a banquet facility at the subject property:

1. Increase the capacity of people to three hundred (300) with a ten percent (10%) tolerance for a maximum capacity of three hundred thirty (330) people. The wait staff would not be included in these numbers.
2. Replace the existing tent with a permanent building that is approximately one hundred

twenty-eight feet by sixty-four feet (128' X 64') in substantially the location shown on the site plan.

3. Install permanent restrooms in the facility with a septic permit from the Kendall County Health Department replacing the mobile trailer restroom.
4. Have events year-round.
5. Add the property identified by parcel identification number 06-10-200-001 to the special use permit.
6. Add the ability to add a business sign. The proposed sign would be placed on top of a nine foot (9') high and fourteen foot (14') wide/long starting gate and would be eight feet (8') wide by two feet (2') high. The sign would not be illuminated. The sign would be in the pasture.

At the zoning hearing, one (1) person testified against the request.

The Zoning Board of Appeals added the following conditions to the special use permit:

1. A photometric plan shall be submitted prior to the issuance of the building permit for the permanent building.
2. An ADA parking plan shall be submitted prior to the issuance of the building permit for the permanent building.

The record for the Petition can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/31180/638660680213170000>.

**Staff Recommendation:**

Approval with Conditions

**Attachments:**

Proposed Ordinance

**ORDINANCE NUMBER 2024-\_\_\_\_\_**

**MAJOR AMENDMENTS TO A SPECIAL USE PERMIT FOR A BANQUET FACILITY  
GRANTED BY ORDINANCE 2015-06 BY CHANGING THE SITE PLAN, INCREASING  
CAPACITY AT EVENTS, CHANGING THE OPERATING SEASON, INSTALLING  
PERMANENT RESTROOM FACILITIES, AND ADDING SIGNAGE AT 1998 JOHNSON  
ROAD, OSWEGO (PINS: 06-11-100-004, 06-11-100-008, AND 06-10-200-001)  
IN NA-AU-SAY TOWNSHIP**

*WHEREAS*, Section 36-124 of the Kendall County Code permits the Kendall County Board to approve major amendments to existing special use permits and provides the procedure through which major amendments to existing special use permits are granted; and

*WHEREAS*, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 14.1 more or less acres located 1998 Johnson Road, Oswego (PINs: 06-11-100-004, 06-11-100-008, and 06-10-200-001) in Oswego Township. The legal description for the area proposed for major amendment to an existing special use permit is set forth in Exhibit A attached hereto and incorporated by reference, and the area proposed for map amendment shall hereinafter be referred to as “the subject property”; and

*WHEREAS*, on or about April 21, 2015, the major of the subject property was granted a special use permit for a banquet facility by the County Board through Ordinance 2015-06; and

*WHEREAS*, on or about April 8, 2019, minor amendments to the special use permit granted by Ordinance 2015-06 were approved by the Kendall County Planning, Building and Zoning Committee by lengthening the operating season and related amendments; and

*WHEREAS*, in 2020, 2021, 2022, and 2023, the Kendall County Planning, Building and Zoning Committee approved lengthening the operating season for the next successive year only; and

*WHEREAS*, the subject property is currently owned by the Peter J. Pasteris, Jr. Revocable Declaration of Living Trust as represented by Peter J. Pasteris, Jr. and Laurie Jo Pasteris and shall hereinafter be referred to as “Petitioner”; and

*WHEREAS*, on or about September 17, 2024, Petitioner’s representative filed a petition for major amendments to the existing special use permit at the subject property by amending the site plan to include the property identified by Parcel Identification Number 06-10-200-001 to the special use permit, replacing the existing tent with a permanent structure, replacing the mobile trailer restroom with permanent facilities, increasing the capacity for events to three hundred, changing the season of operation to year-round, and adding the ability to install signage in the future; and

*WHEREAS*, following due and proper notice by publication in the Kendall County Record on October 3, 2024, due and proper notification to the Village of Plainfield on or about October 2, 2024, due and proper notification to Na-Au-Say Township on or about October 2, 2024, and due and proper notification to all property owners of record of properties located within seven hundred fifty feet of the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals conducted a public hearing on October 28, 2024, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested major amendments to an existing special use permit and zero members of the public testified in favor of the

requested major amendments and one member of the public testified in opposition of the requested major amendments to an existing special use permit; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the major amendments to an existing special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated October 28, 2024, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested major amendment to an existing special use permit with conditions; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B are hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for major amendments to an existing special use permit at the subject property subject to the following conditions and restrictions:
  - A. The Description and Site Plan attached to Ordinance 2015-06 are amended to incorporate the site plan attached hereto as Exhibit C. Further, if a conflict exists between the Description and Site Plan attached to Ordinance 2015-06 and the site plan attached hereto as Exhibit C, the site plan attached hereto as Exhibit C shall take precedent.
  - B. Condition 2 of Ordinance 2015-06 is hereby repealed in its entirety and is replaced with the following:

"A maximum of three hundred (300) persons with a ten percent (10%) tolerance at any one (1) time. Wait staff shall not be included in the capacity count."
  - C. Condition 7 of Ordinance 2015-06 is hereby repealed in its entirety.
  - D. Condition 8 of Ordinance 2015-06 is hereby repealed in its entirety and is replaced with the following:

"Events may be held year-round."
  - E. One (1) sign a maximum of eight feet (8') wide by two feet (2') high may be placed on top of a starting gate that is a maximum nine feet (9') high and fourteen feet (14') wide. The sign shall be

in the pasture. The sign shall not be illuminated.

- F. A photometric plan shall be submitted prior to the issuance of the building permit for the permanent building.
  - G. An ADA parking plan shall be submitted prior to the issuance of the building permit for the permanent building.
  - H. The remaining conditions and restrictions contained in Ordinance 2015-06 shall remain valid and effective.
  - I. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
  - J. If one or more of the above conditions or restrictions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 3. These major amendments to an existing special use permit shall be treated as covenants running with the land and are binding on the successors, heirs, and assigns as to the same special uses conducted on the property.
  - 4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this major amendment to an existing special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of November, 2024.

Attest:

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Kendall County Clerk  
Debbie Gillette

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Kendall County Board Chairman  
Matt Kellogg

**LEGAL DESCRIPTION:**

The west 400.0 feet of the north 435.60 feet of a strip of land 54 rods (891.0 feet) wide off the west side of the northwest quarter of section 11, township 36 north, range 8 east of the third principal meridian, situated in Na-Au-Say Township, Kendall County, Illinois containing 4 acres.

The west 561.0 feet of the north 971.0 feet (except the west 400.0 feet of the north 435.60 feet, thereof) of a strip of land 54 rods (891.0 feet) wide off the west side of the northwest quarter of section 11, Township 36 north, range 8 east of the third principal meridian, situated in Na-Au-Say Township, Kendall County, Illinois containing 8.5052 acres.

*and*

That part of the East One-Half of the Northeast Quarter of Section 10, Township 36 North, Range 8, East of the Third Principal Meridian, described as follows: beginning at the Northeast Corner of Section 10, thence South 435.6 feet along the East line of Section 10; thence West 160 feet parallel with the North line of Section 10; thence North 435.6 feet parallel with the East line of Section 10; thence East 160 feet to the point of beginning; all in the Township of Na-Au-Say, Kendall County, Illinois.

Permanent Real Estate Index No.: 06-10-200-001



## Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-28 on October 28, 2024. On the same date, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of five (5) in favor and zero (0) in opposition. Members Cherry and Whitfield were absent.

### FINDINGS OF FACT-MAJOR AMENDMENT TO A SPECIAL USE PERMIT

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The original special use permit was established in 2015. The only complaints that were submitted since the establishment of the special use permit were noise related complaints and those complaints were addressed. The proposal still requires buildings to obtain applicable permits and the site may be subject to periodic inspections to confirm compliance with the special use permit. A Health Department approved septic system to replace temporary restroom facilities is proposed and the septic system would be better for public health than the temporary trailers.*

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposed amendments should not impact neighboring property owners. Restrictions are already in place regarding noise and public safety.*

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. No changes to the already approved ingress/egress or drainage are proposed. Utilities, other than the installation of a septic system approved by the County, shall remain unchanged.*

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. This is true.*

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. True, the proposed use is consistent with an objective found on Page 10-21 of the Kendall County Land Resource Management Plan which calls for “a strong base of agricultural, commerce and industry that provides a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents.”*

### RECOMMENDATION

Approval, subject to the following conditions and restrictions:

1. The Description and Site Plan attached to Ordinance 2015-06 are amended to incorporate the site plan attached hereto as Exhibit C. Further, if a conflict exists between the Description and Site Plan attached to Ordinance 2015-06 and the site plan attached hereto as Exhibit C, the site plan attached hereto as Exhibit A shall take precedent.

2. Condition 2 of Ordinance 2015-06 is hereby repealed in its entirety and is replaced with the following:

“A maximum of three hundred (300) persons with a ten percent (10%) tolerance at any one (1) time. Wait staff shall not be included in the capacity count.”
3. Condition 7 of Ordinance 2015-06 is hereby repealed in its entirety.
4. Condition 8 of Ordinance 2015-06 is hereby repealed in its entirety and is replaced with the following:

“Events may be held year-round.”
5. One (1) sign a maximum of eight feet (8') wide by two feet (2') high may be placed on top of starting gate that is a maximum nine feet (9') high and fourteen feet (14') wide. The sign shall be in the pasture. The sign shall not be illuminated.
6. A photometric plan shall be submitted prior to the issuance of the building permit for the permanent building.
7. An ADA parking plan shall be submitted prior to the issuance of the building permit for the permanent building.
8. The remaining conditions and restrictions contained in Ordinance 2015-06 shall remain valid and effective.
9. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
10. If one or more of the above conditions or restrictions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
11. These major amendments to an existing special use permit shall be treated as covenants running with the land and are binding on the successors, heirs, and assigns as to the same special uses conducted on the property.



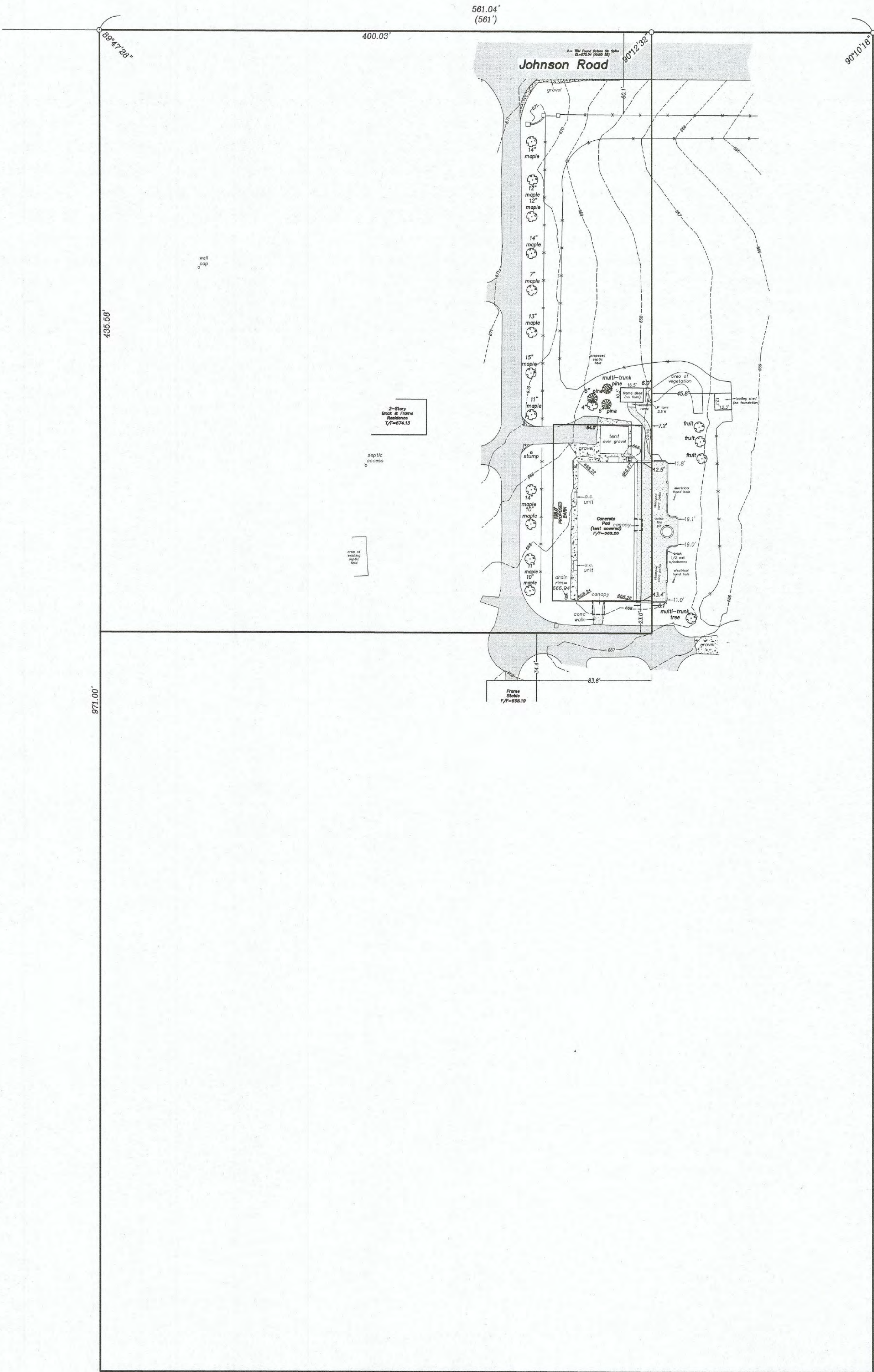
PLAT OF SURVEY & SITE PLAN

8.50 ACRE TRACT LYING WEST 561 FEET; NORTH 971 FEET IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 36, RANGE 8 EAST IN THE THIRD PRINCIPAL MERIDIAN, NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.  
COMMONLY KNOWN AS: 1998 JOHNSON ROAD, OSWEGO, ILLINOIS.

Vicinity Map  
Not to Scale

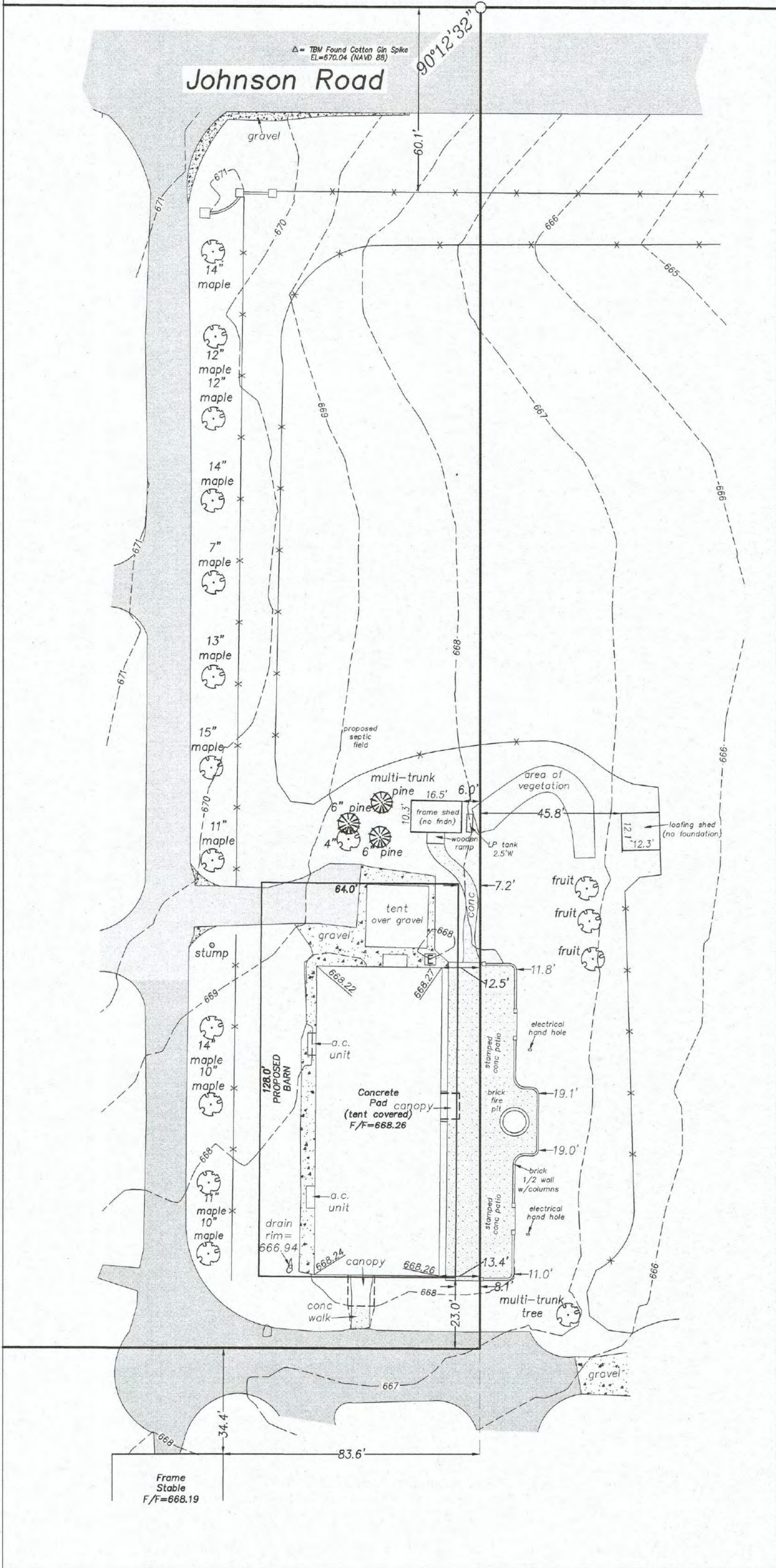


Subject Property



IMPROVEMENT DETAIL

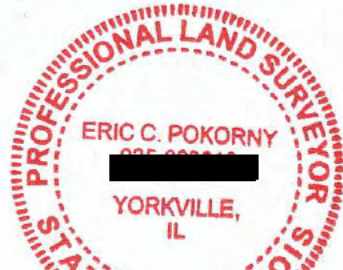
561.04' (561') Scale: 1" = 30'



STATE OF ILLINOIS )  
COUNTY OF KENDALL ) SS

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.005522, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT YORKVILLE, ILLINOIS ON SEPTEMBER 17, 2024



Michel C. Ensalaco, P.L.S. Exp. 11/30/2024  
Eric C. Pokorny, P.L.S. Exp. 11/30/2024

**TODD SURVEYING**  
Professional Land Surveying Services  
"Cornerstone Surveying PC"  
759 John Street, Suite D  
Yorkville, IL 60550  
Phone: 630-892-1309

Client: Peter Pasteris  
Book # 2621/sh Drawn By JSEP [Plat # 14800]  
Reference:  
Field Work Completed: 9/16/2024  
Rev. Date | Rev. Description  
Project Number: 2024-0894

Scale: 1" = 50'  
O=Found 3/4" Dia. Iron Pipe  
@=Found 1/2" Dia. Iron Pipe  
●=Set Iron Pipe 1/2" Dia. x 24"  
(XXXX)= Record Distance  
XXXX= Measured Distance  
N= North E= East  
S= South W= West  
R= Radius A= Arc Length  
-X-X-X- = Fence  
□ = Concrete/Asphalt

Survey is only valid if original seal is shown in red.





## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 11/19/2024  
**Subject:** 2024 Noxious Weed Annual Report  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of the 2024 Noxious Weed Annual Report

**Board/Committee Review:**

Planning, Building and Zoning Committee-Approval (4-0-1) on November 12, 2024

**Fiscal impact:**

N/A

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**Background and Discussion:**

Kendall County is required by Illinois law to submit a Noxious Weed Annual Report to the State by December 1st of each year.

During 2024, the Kendall County, Planning, Building and Zoning Department investigated one (1) complaint of noxious weeds which was received in 2023. Upon investigation, the complaint was closed for lack of evidence. In 2022, 2021, and 2020, the Department received zero (0) complaints.

**Staff Recommendation:**

Approval

**Attachments:**

Proposed Report



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## KENDALL COUNTY NOXIOUS WEED ANNUAL REPORT 2024

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As required by the Illinois Noxious Weed Law (505 ILCS 100), the County of Kendall submits the following Annual Report from November 1, 2023, to October 31, 2024.

During the reporting period:

1. Kendall County sent letters to each township and municipality located within Kendall County asking that they report noxious weed cases and investigations to the Kendall County Planning, Building and Zoning Department. A copy of the letter is attached.
2. Kendall County received one (1) complaint of noxious weeds within the unincorporated area of the County at the Northwest Corner of Route 47 and Newark Road. The warning notice was mailed to the property owner on October 30, 2023, and, upon further investigation, the complaint was closed for lack of evidence.
3. Kendall County received zero (0) requests for assistance in the investigation of noxious weed infestations.
4. Kendall County eradicated zero (0) acres of noxious weeds.
5. Kendall County quarantined zero (0) acres of property.
6. Kendall County received zero (0) requests for advice from persons responsible for controlling and eradicating noxious weeds.
7. Kendall County published zero (0) notice to individuals regarding noxious weeds.
8. Kendall County published the General Notice in the Kendall County Record on February 29, 2024. A copy of the Certificate of Publication is attached.
9. Kendall County prepared and adopted a Comprehensive Work Plan for 2025.
10. Kendall County cooperated, when requested, with Federal, State and local authorities in carrying out the provisions of the Illinois Noxious Weed Law.

This Noxious Weed Annual Report was approved by the Kendall County Board on November 19, 2024.

Respectively Submitted,

---

Matt Kellogg  
Kendall County Board Chairman

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Date

Encs: August 28, 2024 Letter to Municipalities and Townships  
General Notice Certificate of Publication



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

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August 28, 2024

RE: Illinois Noxious Weed Law

Dear Township Supervisors and Mayors:

Kendall County is preparing to work on its annual report and comprehensive work plan as required by the Illinois Noxious Weed Law (505 ILCS 100). In order to comply with State law, we request that you inform us of any noxious weed cases that you received over the last twelve months, the location of the complaint and if the complaint was resolved. Please send this information to Matthew Asselmeier, Kendall County Planning Director, 111 W. Fox Street, Yorkville, IL 60560 or [masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov) by **October 2, 2024**.

**We do not request that you undertake any additional work related to the enforcement of the Illinois Noxious Weed Law or that you alter your procedures for processing noxious weed complaints except that you inform us of noxious weed complaints.**

Kendall County hopes to partner with each township and municipality in order to comply with this law. A list of State of Illinois recognized noxious weeds is included with this letter.

If you have any questions, please contact Mr. Asselmeier at 630-553-4139.

Sincerely,

A black rectangular redaction box covering the signature of Matt Kellogg.

Matt Kellogg, Chairman  
Kendall County Board

Enc: List of Noxious Weeds

### **Section 220.60 Noxious Weeds**

The following plants within the sovereign territory of the State of Illinois are designated and declared noxious weeds:

- a) Marihuana (*Cannabis sativa* L.);
- b) Giant Ragweed (*Ambrosia trifida* L.) within the corporate limits of cities, villages, and incorporated towns;
- c) Common Ragweed (*Ambrosia artemisiifolia* L.) within the corporate limits of cities, villages, and incorporated towns;
- d) Canada Thistle (*Cirsium arvense*);
- e) Perennial Sowthistle (*Sonchus arvensis*);
- f) Musk Thistle (*Carduus nutans*);
- g) Perennial members of the sorghum genus, including johnsongrass (*Sorghum halepense*), sorghum alnum, and other johnsongrass X sorghum crosses with rhizomes; and
- h) Kudzu (*Pueraria labata*).

(Source: Amended at 26 Ill. Reg. 14644, effective September 23, 2002)

Certificate of the Publisher

Kendall County Record

Description: NOXIOUS WEED LAW  
[REDACTED]

KENDALL COUNTY PLANNING, BUILDING, ZONING  
ATTN: MATT ASSELMEIER  
ROOM 203  
111 W. FOX STREET  
YORKVILLE IL 60560

Shaw Media certifies that it is the publisher of the Kendall County Record. The Kendall County Record is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Yorkville, County of Kendall, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Kendall County Record, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 02/29/2024

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its Publisher, at Yorkville, Illinois, on 29th day of February, A.D. 2024

Shaw Media By: [REDACTED]

Laura Shaw, Publisher

Account Number [REDACTED]

Amount \$114.70

**PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN PURSUANT TO THE "ILLINOIS NOXIOUS WEED LAW" to the owners, occupants, agents and public officials in charge or control of any land in Kendall County that they are required to control or eradicate all NOXIOUS WEEDS growing upon land under their control prior to the blooming, maturing of seed or other propagating of such weeds.

- NOXIOUS WEEDS:
- a) Marijuana (*Cannabis sativa* L.);
  - b) Giant Ragweed (*Ambrosia trifida* L.) within the corporate limits of cities, villages, and incorporated towns;
  - c) Common Ragweed (*Ambrosia artemisiifolia* L.) within the corporate limits of cities, villages, and incorporated towns;
  - d) Canada Thistle (*Girsium arvense*);
  - e) Perennial Sowthistle (*Sonchus arvensis*);
  - f) Musk Thistle (*Carduus nutans*);
  - g) Perennial members of the sorghum genus, including johnsongrass (*Sorghum halepense*), sorghum alnum, and other johnsongrass X sorghum crosses with rhizomes; and
  - h) Kudzu (*Pueraria lobata*).

NOTICE IS FURTHER GIVEN that if the persons responsible for the control of any lands in Kendall County fail to comply with the provisions of the Illinois Noxious Weed Law the Control Authority of Kendall County or the Department of Agriculture of the State of Illinois will take any necessary action to control or eradicate such weeds and the cost thereof will be assessed against the owner of the land involved, if unpaid for 6 months or longer, such assessment shall become a lien upon the property.

Date at Yorkville, Kendall County, Illinois, this 20th day of February, 2024.

Signed: /s/ Matt Keliogg  
Kendall County Weed Control Authority  
(Published in the Kendall County Record  
February 29, 2024) 2137103



## Kendall County Highway Department

### Bulk Fuel Bid Results

November 8, 2024

		12,000 Gallons	20,000 Gallons		
Rank	Bidder	Unleaded Gas (Price per Gallon)	Diesel Fuel (Price per Gallon)	Total Bid	
1	Grainco FS, Inc. 202 Ill. Rte. 71 Newark, IL 60541	\$2.386	\$2.780	\$84,232.00	
2	Arneson Oil Company 110 S. Robinson St. Sheridan, IL 60551	\$2.581	\$3.056	\$92,092.00	
3	Al Warren Oil Company 1646 Summer St. Hammond, IN 46320	\$2.8469	\$3.2608	\$99,378.80	



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 11/19/2024  
**Subject:** 2025 Insurance Renewal  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

---

### **Action Requested:**

To approve the renewal for 2025 property, casualty, liability, workers' compensation, and cyber insurance with total annual premium of \$873,435 (option #3 with \$250,000 deductible/retention option).

### **Board/Committee Review:**

On 11/4/2024, the Human Resources & Insurance Committee voted to forward this item to the Committee of the Whole for further discussion. On 11/14/2024, the Committee of the Whole voted to forward this item to the County Board to approve Option #3 (\$250,000 deductible/retention option) with total annual premium of \$873,435.

### **Fiscal impact:**

Option #1 (status quo – no change in deductibles): \$1,019,406 (16% increase in premiums)

Option #2 (\$100,000 deductible/retention option): \$935,184 (7% increase in premiums)

Option #3 (\$250,000 deductible/retention option): \$873,435 (0% increase in premiums)

---

### **Background and Discussion:**

Kendall County received the attached insurance proposal for its 2025 property, auto, casualty, general liability, workers' compensation, and cyber insurance renewals. The quoted rates maintain all insurance (except for cyber insurance) with the County's current insurance carrier, Illinois Counties Risk Management Trust (ICRMT).

#### **1. Cyber Liability Insurance**

The County's current cyber liability insurance is placed with CFC Insurance with a \$3,000,000 limit of liability and a \$50,000 deductible. The attached proposal seeks to move cyber liability insurance to Tokio Marine HCC (a prominent cyber insurance provider) with a reduced deductible option of \$5,000 and no material coverage changes, while provided the County with a premium savings of \$2,850 for the year.

## 2. **Workers' Compensation Insurance**

Kendall County's insurance broker is recommending no changes to Kendall County's current deductible of \$250,000 for its workers' compensation insurance.

## 3. **Property, Auto, Casualty, Liability Insurance**

*Status quo:* Kendall County's current deductibles for liability insurance can be found on page 12 of the attached insurance proposal. If Kendall County maintains status quo for liability and workers' compensation insurance for 2025 (i.e., **Option #1**), Kendall County would see a **16% increase** in premiums for 2025 (total premium \$1,019,406).

*Options to reduce premiums:* Kendall County's insurance broker provided the County with two alternative options to reduce the amount of the premium increase for 2025.

- **Option #2:** Can be found on page 13 of the attached insurance proposal. Option #2 increases Kendall County's deductible for liability insurance to \$100,000, which results in a **7% increase** in premiums (total premium \$935,184).
- **Option #3:** Can be found on page 14 of the attached insurance proposal. Option #3 increases Kendall County's deductible for liability insurance to \$250,000 (which is the current deductible for the County's workers' compensation insurance). This would result in a **0% increase** in premiums (total premium \$873,435).

At this time, Kendall County currently has a fund balance of \$1,765,630.84 in its Liability Insurance Fund and a fund balance of \$35,869.86 in its Liability Insurance Program Fund.

Per Kendall County's insurance broker, the following surrounding counties maintain liability insurance with deductibles/retentions of \$250,000 or more:

- Lake County - \$2 Million
- DuPage- \$2 Million
- Will- \$1.25 Million
- DeKalb- \$400,000
- LaSalle- \$250,000
- Kane \$1 Million

### **Staff Recommendation:**

The County's insurance broker provided a 7-year retention analysis, which can be found in the attached proposal. This 7-year retention analysis shows the County would see, on average, a greater savings with Option #3. Thus, staff recommends Option #3 with a 0% increase in premiums (total premium \$873,435).

### **Attachments:**

1. Insurance Proposal provided by Alliant Insurance Services, Inc.



## Kendall County

# Insurance Proposal

Presented by

Dane Mall  
Account Executive

Samantha Shock-Ford  
Account Manager-Lead

October 23, 2024

Alliant Insurance Services, Inc  
353 N Clark St 11th Fl  
Chicago, IL 60654  
O (312) 595-6200  
F  
CA License No. 0C36861

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

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## Your Service Team

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<b>Samantha Shock-Ford, CISR, AINS</b> <b>Account Manager Lead</b>	Samantha.Shock-Ford@alliant.com	Phone: 312 837 4403
<b>Larry Rosen</b> <b>Claims Advocate- Lead</b>	Larry.Rosen@alliant.com	Phone: 312 595 8111

## Executive Summary

The Public Entity Team of Alliant Insurance Services, Inc. are thankful for the opportunity to present the **December 1<sup>st</sup>, 2024 to December 1, 2025** property and casualty insurance renewal proposal to Kendall County. Over the last five years, the public entity insurance market has contended with a hard marketplace that has made conditions difficult for public entity insurance buyers. It's our goal to keep the County, as an informed buyer, aware of these and other trends that will impact your insurance brokerage in 2025 and the years that follow. Below are the notable public entity market trends:

### State of the Insurance Marketplace

The hard marketplace of the last five years has changed the public entity insurance landscape. Most public entity carriers have reduced capacity, implemented more stringent underwriting standards, and increased premiums, especially for law enforcement liability, excess liability, auto liability and property lines of coverage.

Hyper-social inflation and nuclear-verdict liability claims experience for the public sector continue to limit the number of carriers available for public entity liability risks and is ultimately impacting the availability of coverage and hindering competitive pricing options. The risk appetite of insurance carriers for public entity liability risks has diminished considerably over the last few years. Specifically, in some markets-- like Illinois, the number of public entity carriers willing to entertain larger public entities is limited.

The challenging landscape has pressed on for multiple years -social inflation, active shooter events, sexual abuse and molestation revival lawsuits, fleet liability and severe weather-related property losses. Not surprisingly, entities with unfavorable loss experience are challenged further and coverage availability at desired levels is either hard to come by or subject to exceedingly high premium.

Primary factors driving market conditions include:

- **Excess Liability-** Higher rates and limited capacity will continue due to the impact of social inflation and nuclear verdicts across all liability lines. Out-of-control jury verdicts (ex. Naperville \$25.5M and Chicago \$50M) and fewer insurance carriers are driving cost and availability of sufficient liability limits.
- **Law Enforcement Liability-** Law enforcement liability continues to be a focal point for the underwriting community. The probability of experiencing a claim with a payout of \$500k or more is 6X higher in 2022 than in 2016. Many markets are limiting capacity or refusing to insure the risk. Higher premiums are expected to continue, especially with adverse claim experience. Loss and exposure-based factors related to reverse conviction, excessive use of force, police pursuit and inmate suicide are driving concerns.
- **Automobile Liability-** Auto claims severity is on the rise due to an increase in distracted driving and vehicle costs. Since 2020, claims severity has increased 36% creating one of the most challenging markets for insurers and entities with sizable fleets. Auto insurance costs have experienced a 45% increase since 2021. The industry has experienced an underwriting loss for commercial auto in 11 of the last 12 years.

- **General Liability/Public Officials/Employment-Related Liability/Sexual Molestation-** Litigation funding, plaintiff-friendly legal decisions, large jury awards, employment regulatory scrutiny, active assailant and sexual abuse claims are driving premiums higher for public entities.
- **Cyber Liability-** Public entities are still considered elevated risk and are monitored more closely than others. Pricing has stabilized for entities with good controls and no losses.
- **Property-** There are signs of cooling inflation in 2024 and that should ease some of the inflationary pressures seen over the last several years in the property market. Despite these downward trends, public entity property underwriters still have insurance to value concerns as they look to make up for the past 5-10 years of static valuations. Predictions of a more active-than-normal 2024 hurricane season is keeping the market on edge. Hurricanes Helene and Milton have underwriters concerned.
- **Workers' Compensation-** Premiums remain stable and are largely loss dependent and payroll exposure based.

## Kendall County's Insurance Renewal

The County's incumbent insurance carrier is the Illinois Counties Risk Management Trust (ICRMT). ICRMT has been the County's insurance provider for decades. ICRMT insures over 50% percent of the counties in Illinois with a total membership exceeding 480 units of local government. ICRMT's understanding of the insurance landscape in Illinois results in stable pricing and rich coverage terms and conditions. The County has benefited from its long-term carrier relationship with the Illinois Counties Risk Management Trust (ICRMT) as brokered by Alliant Insurance Services for many years. The County's continued insurance carrier partnership with ICRMT continues to be advantageous over the short and long-term with respect to coverage, services and pricing when most public entities, in Illinois and across the country, are experiencing significant rate increases and significant limitations of coverage.

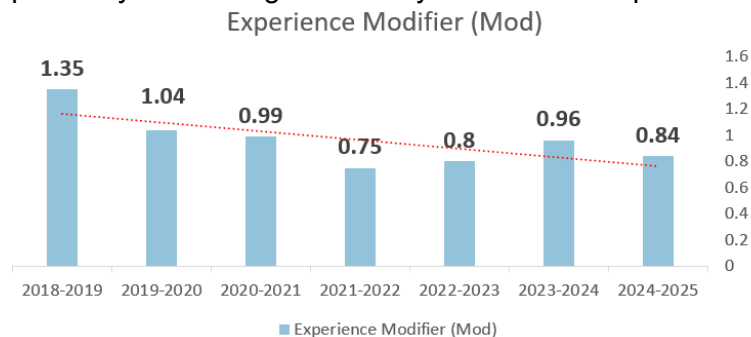
The County's pre-renewal premium indication projection was communicated by ICRMT to be less than 8% rate increase from the expiring. We communicated the projection to County staff on August 29. As contained in this proposal, the actual premium is higher due to the exposure-related factors enumerated below. County staff instructed that no additional insurance market alternatives were necessary this year in large part due to ICRMT's long-term fairness and consistency of premium pricing, coverage and risk management services. With that direction, Alliant worked closely with County staff and ICRMT to properly communicate the County's underwriting information and exposures. Additionally, it was requested by the County that Alliant obtain alternative deductible options from ICRMT that are higher than the expiring deductible levels. (See Premium Summary & Coverage Illustrations).

Key factors impacted the insurance renewal for 12/1/2024 to 12/1/2025:

- **Property Exposure Increase:** The exposure base for property premium is property values. The County's total insured values property values increased by 27.5% (\$38,346,502) due to the property appraisal conducted in 2024 as well as the new construction at 502 S. Main Street, which resulted in an additional \$9,000,000 in values.
  - *Note- ICRMT's property reinsurance rates have increased, due to property marketplace conditions.*



- **Liability Exposure Increase:** One of the primary exposure underwriting bases for liability (primary and excess) premium are expenditures (which includes capital expenditures). Expenditures as an exposure bases are tied to the County taking on more risk for bodily injury and property damage (ex. Construction-related, contractors on site, premises liability to the public, expansion of operations). Including capital expenditures, the County's gross budgeted expenditures have increased 17%.
  - *Note- ICRMT's excess liability reinsurance rates have increased, due to excess liability marketplace conditions.*
- **Vehicle Count:** The number of County vehicles in the fleet has increased 8% (160 to 173 vehicles)
  - *Note- The auto liability market continues to experience increased rates due to high severity and increased repair costs.*
- **Workers' Compensation Losses:** On a more favorable note, the County's estimated payroll is only slightly higher than last year (1%) and the County's experience modification rate are positively influencing the County's workers' compensation premium.



ICRMT total premium pricing for the 12/1/2024 to 12/1/2025 is \$988,931 including property, casualty and workers' compensation coverage (excludes cyber coverage), with expiring deductible levels. The renewal premium accounts for a 17.5% increase over the expiring policy period.

### Workers' Compensation

The 2024-2025 policy term provides insurance terms that are identical to the expiring program outlined in this proposal. Therefore, the self-insured retention (SIR) remains at \$250,000 for the workers' compensation coverage. The SIR of \$250,000 is the "out of pocket" amount that the County pays on each loss/claim and expenses. If or when a claim's paid amount exceeds a \$250,000, the carrier pays the amount above the retention. ICRMT's Third Party Administrator Division, IPMG, manages and administers the claims and provides loss control services.

The County's estimated payroll is \$24,591,790 for 2024-2025 (1% increase from 12/1/23 to 12/1/2024). The annual workers' compensation premium is \$122,637, representing a 4.5% decrease (\$-5,726) and is subject to audit upon completion of the policy term.

## **Liability**

This coverage category includes Automobile Liability, General and Products Liability, Employee Benefits Liability, Employment Practices Liability, Law Enforcement Liability, Public Officials Liability and Excess Liability.

The County maintains varying deductible levels for liability coverage as is illustrated in coverage tower illustration of the proposal. The County's current limit of liability is \$16,000,000 (\$1,000,000 Primary and \$15,000,000 Excess). As mentioned, Alliant obtained alternative deductible/self-insured options of \$100,000 and \$250,000 that are higher than the expiring deductible levels. Coverage illustrations can be found in the proposal (See Premium Summary & Coverage Illustrations).

## **Property including Inland Marine, Equipment Breakdown and Business Income and Crime**

This coverage category includes Property (Buildings/Contents), Inland Marine, Equipment Breakdown and Business Income and Crime. The total building and contents insured values utilized for this renewal are \$177,693,500 (27.5% increase). The value increase is a result of the property appraisal conducted by Kroll, LLC and funded by ICRMT. The last property appraisal was conducted in 2019. The appraisal allows the County stay current with "insurance to value" valuations. Of note, the County's current deductible is \$10,000. Alliant obtained alternative deductible options of \$25,000 and \$50,000. (See Premium Summary & Coverage Illustrations).

## **Cyber Liability Coverage**

The County's expiring Cyber Liability insurance coverage is placed with CFC Insurance with a \$3,000,000 limit of liability and a \$50,000 deductible. The County benefited from a considerable decrease in premium last year. Fortunately, the cyber market has improved and soliciting the marketplace for further coverage enhancements and pricing decreases is prudent. Despite increases to the County's expenditures, we were successful in obtaining a very competitive option and recommend that the County move cyber liability coverage to Tokio Marine HCC (from CFC), \$30,475 for premium savings of \$2,850. Tokio Marine HCC is a prominent cyber insurance provider and is offering a reduced deductible option of \$5,000 and no material coverage changes.

Enclosed are highlights of our renewal proposal. These include:

- Tower illustration for recommend renewal program
- Premium summary and comparison
- ICRMT renewal proposal/quotation

## **Conclusion**

The County's Human Resources and Risk Management Department continues to be extremely helpful, organized and responsive throughout the year and during the renewal process. Leslie Johnson, Tricia Springman and Christina Burns are a pleasure to work with throughout the year and are elevating the function of risk management to all of the County departments.

Thank you so much for the opportunity to present the renewal results. We at Alliant Insurance Services, Inc. are very pleased with the renewal results considering despite the premium increases based on exposure changes. We are very excited for the coming year to service Kendall County's property & casualty insurance needs and look forward to our annual stewardship meeting to share the 2024 year-in-review.

We welcome discussion regarding this proposal and thank you for the privilege of partnering with Kendall County.

## Premium Summary

	Expiring- ICRMT 12/1/2023 to 12/1/2024	Renewal- ICRMT (\$10k Deductible Option) 12/1/2024 to 12/1/2025	Renewal - ICRMT (\$100k Deductible/ Retention Option) 12/1/2024 to 12/1/2025	Renewal - ICRMT (\$250k Deductible/ Retention Option) 12/1/2024 to 12/1/2025
Package	ICRMT	ICRMT	ICRMT	
General Liability Premium	Included	Included	Included	Included
Auto Liability Premium	Included	Included	Included	Included
Auto Physical Damage Premium	Included	Included	Included	Included
Law Enforcement Liability Premium	Included	Included	Included	Included
Public Officials / Employment Practices Liability Premium	Included	Included	Included	Included
Crime	Included	Included	Included	Included
Excess Liability Premium	Included	Included	Included	Included
Property Premium	Included	Included	Included	Included
Employee Benefits Liability	Included	Included	Included	Included
Inland Marine	Included	Included	Included	Included
<b>Package Subtotal</b>	<b>\$712,962</b>	<b>\$866,293</b>	<b>\$782,071</b>	<b>\$720,322</b>
Percent Change		21.5%	9.7%	1%
	ICRMT	ICRMT	ICRMT	ICRMT
<b>Workers' Compensation</b>	\$128,363	\$122,637	\$122,637	\$122,638
Percent Change		-4.5%	-4.5%	-4.5%
	CFC	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC
<b>Cyber Liability</b>	\$32,850	\$30,475	\$30,475	\$30,475
Percent Change		-7.2%	-7.2%	-7.2%
<b>Total Annual Premium</b>	<b>\$874,175</b>	<b>\$1,019,406</b>	<b>\$935,184</b>	<b>\$873,435</b>
Percent Change		16%	7%	0%

## Retention Analysis

Kendall County  
Property and Casualty Claims *(excludes workers' compensation)*

Policy Period	Total Losses	Losses under Expiring Deductibles	Losses under \$100,000 SIR Option	Losses under \$250,000 SIR Option
2017-18	\$42,461	\$29,594	\$42,461	\$42,461
2018-19	\$22,448	\$22,448	\$22,448	\$22,448
2019-20	\$9,488	\$9,488	\$9,488	\$9,488
2020-21	\$140,108	\$44,574	\$135,413	\$140,108
2021-22	\$611,190	\$67,789	\$155,210	\$305,210
2022-23	\$575,580	\$63,297	\$113,297	\$263,297
2023-24	\$51,287	\$51,127	\$51,287	\$51,287
<b>Total</b>	<b>\$1,452,562</b>	<b>\$288,317</b>	<b>\$529,604</b>	<b>\$834,299</b>
<b>7-Year Average</b>	<b>\$207,509</b>	<b>\$41,188</b>	<b>\$75,658</b>	<b>\$119,186</b>
		<b>Annual Premium Difference</b>	<b>\$84,222</b> <i>(\$100K Option)</i>	<b>\$145,971</b> <i>(\$250K Option)</i>

## Named Insureds

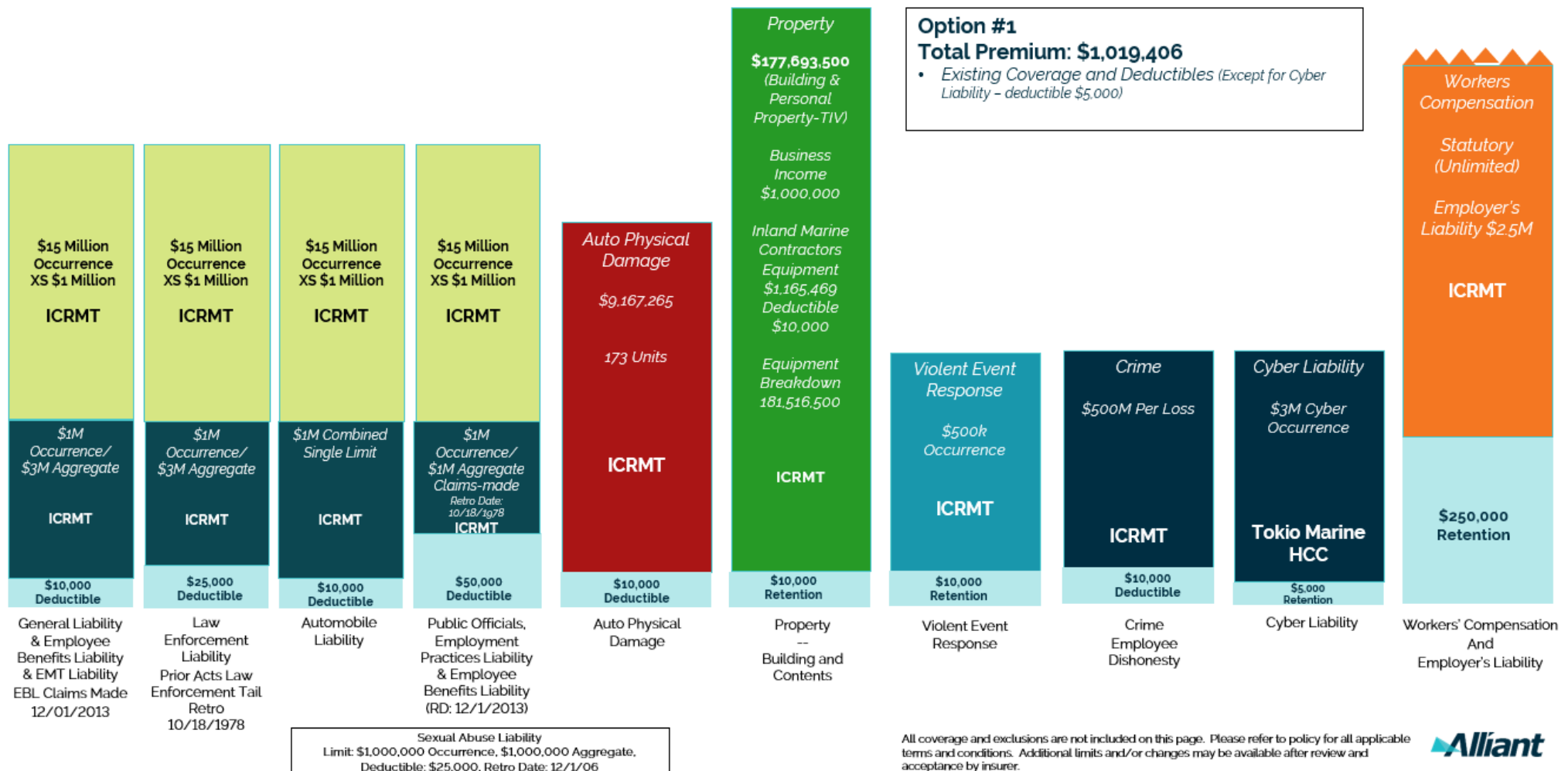
	Package	Cyber
Kendall County	X	X

### NAMED INSURED DISCLOSURE

- Named Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change.
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

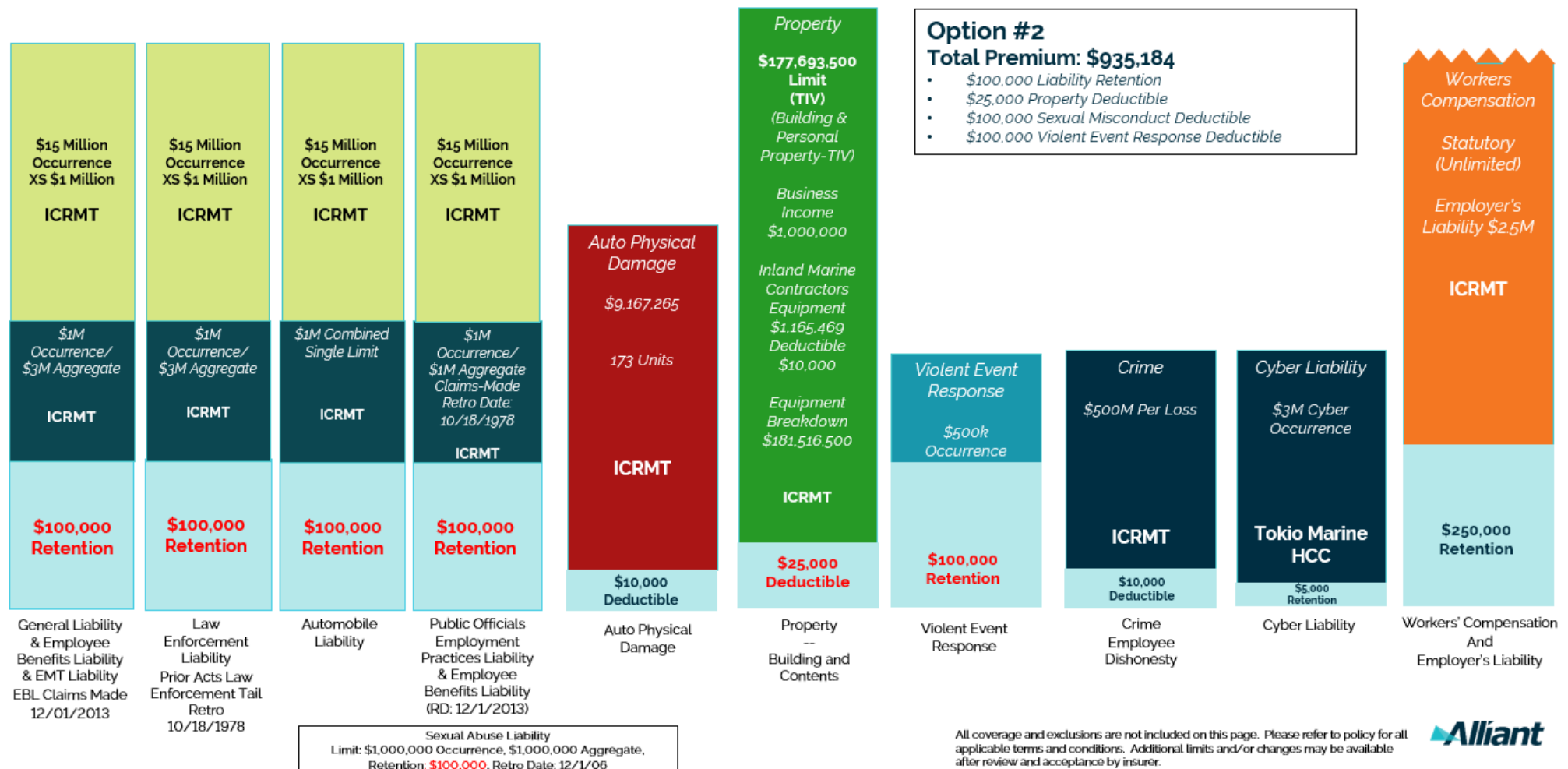
## Coverage Illustrations & Self-Insured Retention Options

### Kendall County- Proposed Coverage Illustration (12/1/2024 to 12/1/2025)



## Coverage Illustrations & Self-Insured Retention Options

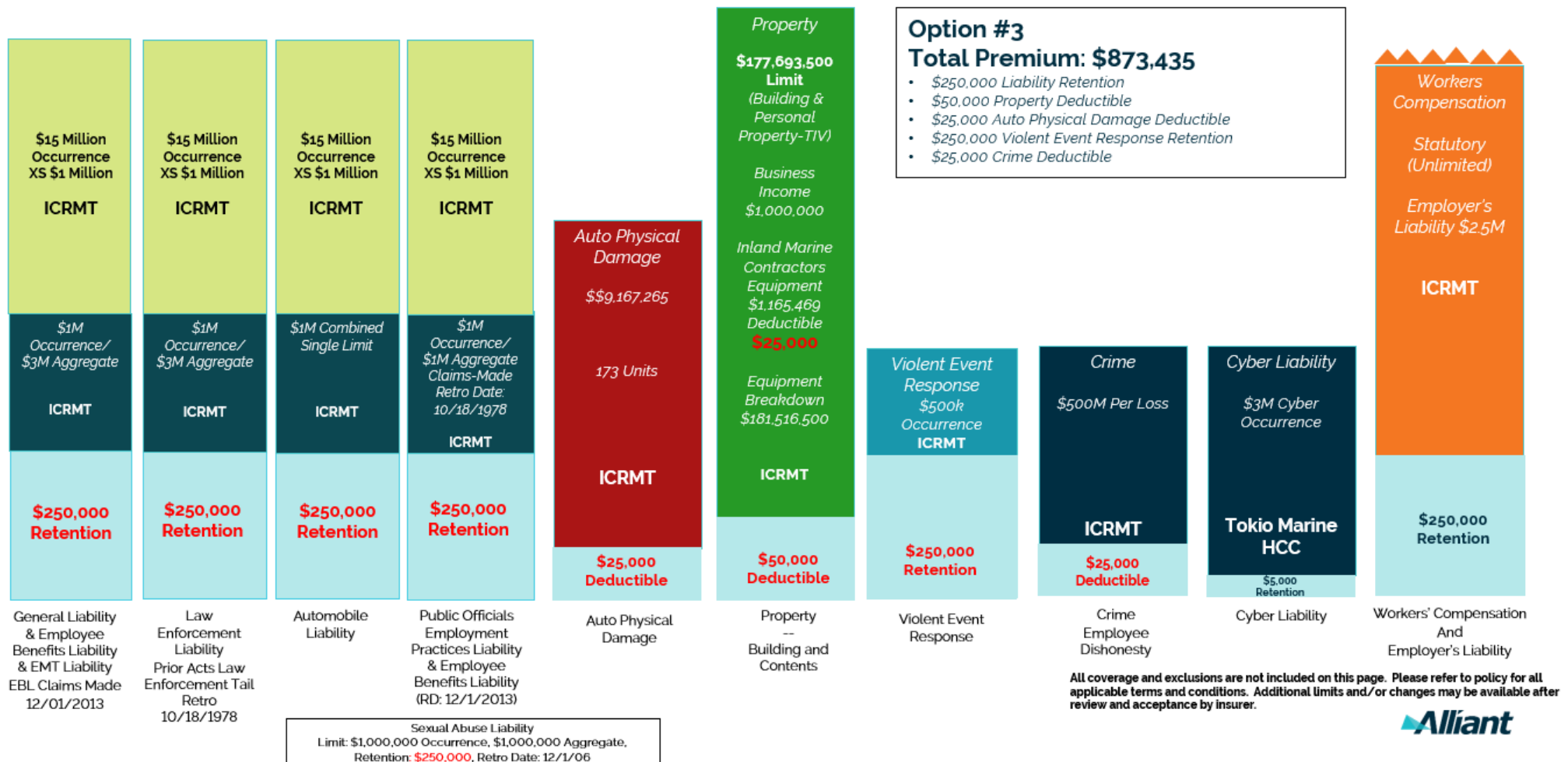
### Kendall County- Proposed Coverage Illustration (12/1/2024 to 12/1/2025)





## Coverage Illustrations & Self-Insured Retention Options

### Kendall County- Proposed Coverage Illustration (12/1/2024 to 12/1/2025)



All coverage and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.



## Optional Coverages

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

## Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

## Flood Disclosure

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zones referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

### Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provide information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- "a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area"...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

### Additional Information

- Flood Zones-
  - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
  - Increased limits over the maximum flood limit provided by NFIP

### FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

---

Please indicate your selection:

- ☐ I would like to receive a flood quote
- ☐ I do NOT wish to purchased flood insurance

Signature:

Date:

Name Printed /

Typed:

Company Name:

## Request to Bind Coverage

### Kendall County

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line (Select once)	Bind Coverage for:
<b>ICRMT Package (Choose One Below)</b>	
Option 1: ICRMT (Expiring Deductibles)	<input type="checkbox"/>
Option 2: ICRMT (\$100,000 Deductibles/Self-Insured Retention)	<input type="checkbox"/>
Option 3: ICRMT (\$250,000 Deductibles/Self-Insured Retention)	<input type="checkbox"/>
<b>Cyber Liability</b>	
Tokio Marine HCC	<input type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

<b>Signature of Authorized Representative</b>		<b>Date</b>
<b>Title</b>		
<b>Printed / Typed Name</b>		

***This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.***

## ICRMT Acceptance Statement- Option #1

### ACCEPTANCE STATEMENT

**Named Insured:** Kendall County  
**Quote Number:** R3-1000040-2425-01  
**Policy Year:** DEC 01, 2024 - DEC 01, 2025

**Total Annual Premium** **\$988,931**

#### Terms and Conditions

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

#### REQUESTED PAYMENT PLAN:

☐ Annual ☐ 50/50 ☐ 25/6

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

#### Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions, attached scheduled items, and premiums proposed by the Illinois Counties Risk Management Trust are accepted effective 12/01/2024.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date



ILLINOIS COUNTIES RISK MANAGEMENT TRUST

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## ICRMT Acceptance Statement- Option #2

### ACCEPTANCE STATEMENT

**Named Insured:** Kendall County  
**Quote Number:** R3-1000040-2425-02  
**Policy Year:** DEC 01, 2024 - DEC 01, 2025

**Total Annual Premium** **\$904,709**

#### Terms and Conditions

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

#### REQUESTED PAYMENT PLAN:

☐ Annual ☐ 50/50 ☐ 25/6

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

#### Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions, attached scheduled items, and premiums proposed by the Illinois Counties Risk Management Trust are accepted effective 12/01/2024.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date



ILLINOIS COUNTIES RISK MANAGEMENT TRUST

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## ICRMT Acceptance Statement- Option #3

### ACCEPTANCE STATEMENT

**Named Insured:** Kendall County  
**Quote Number:** R3-1000040-2425-03  
**Policy Year:** DEC 01, 2024 - DEC 01, 2025

**Total Annual Premium** **\$842,960**

#### Terms and Conditions

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

#### REQUESTED PAYMENT PLAN:

☐ Annual ☐ 50/50 ☐ 25/6

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

#### Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions, attached scheduled items, and premiums proposed by the Illinois Counties Risk Management Trust are accepted effective 12/01/2024.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date



ILLINOIS COUNTIES RISK MANAGEMENT TRUST

23





# KENDALL COUNTY

## 2025-2030

### SOLID WASTE PLAN UPDATE



KENDALL COUNTY  
HEALTH DEPARTMENT

SPECIAL THANKS TO OUR  
2025-2030  
SOLID WASTE PLANNING COMMITTEE

CHAIR – JASON PETERSON, KENDALL COUNTY BOARD

CHRISTINE ARCHER, COMMUNITY MEMBER

STEVE CURATTI, HEALTH DEPARTMENT

DEANA GAJDOS, HEALTH DEPARTMENT

STEVE GENGLER, COMMUNITY MEMBER

JUDY GILMORE, COMMUNITY MEMBER

MARLIN HARTMAN, HEALTH DEPARTMENT

ARISSA HUNT, HEALTH DEPARTMENT

TODD LATHAM, COMMUNITY MEMBER

SARA MENDEZ, COMMUNITY MEMBER

TODD MILLIRON, COMMUNITY MEMBER

TIM O'BRIEN, COMMUNITY MEMBER

DAVE ROOD, COMMUNITY MEMBER

AARON RYBSKI, HEALTH DEPARTMENT

MALLORY TAYLOR, COMMUNITY MEMBER

RAEANN VANGUNDY, HEALTH DEPARTMENT

## **Section 01: Kendall County Solid Waste Plan 2025 Update**

### **Executive Summary**

Kendall County has been completing Solid Waste planning since it was first required in the 1990's. The original Solid Waste Plan (SWP) was completed in 1995 with a Phase I and Phase II plan completed by Morris Engineering. Morris Engineering was supported by a Citizens Advisory Committee that aided in the development of recommendations for implementing the Solid Waste Plan. The plan has been updated as required by Illinois state statute on a 5-year cycle with updates completed in 2000, 2005, 2010, 2015 and 2020.

This 2025 update was completed following the "Materials Management Advisory Committee" (MMAC) recommendations as defined in Public Act 101-0074. This is an updated format which is a different format than the previous updates.

At the onset of the 2020 Solid Waste Plan, the Covid 19 Pandemic, occurred which impacted all aspects of life including solid waste. The official end to the Pandemic as defined by the World Health Organization was May of 2023, but much of Illinois commerce was back by mid-2022. The impact of the Pandemic was shortage of employees due to illness, government restriction on non-essential workers and public concern for their health. The Pandemic will be referenced during this report under appropriate sections.

This Kendall County update was accomplished by utilizing an ad hoc committee, referred to as the Solid Waste Plan Advisory Committee, selected by the Kendall County Health Department (KCHD). This Solid Waste Plan Advisory Committee met to review and informally approve the recommendations included within the plan. The committee met 4 times, beginning in March 2024 and completing the Solid Waste Plan Recommendations in September 2024. The agenda for each of the Solid Waste Plan Advisory Committee meetings included education, review of previous Solid Waste Plan recommendations and small group discussion on 2025 Plan recommendations. These recommendations agreed upon by the Advisory Committee will be submitted within the Solid Waste Plan and formally adopted by the County Board prior to March 2025.

According to local waste haulers, in 2023 a total of approximately 44,000 tons of waste was collected in Kendall County. The actual waste generation is likely much higher. Using an MMAC estimate that a person generates an average of 6.5 pounds of waste every day and that there are approximately 137,000 people in Kendall County, we would estimate the total to be close to 160,000 tons annually. The difference between the reported figures and the estimates is likely due to the inability to collect all waste data from non-licensed commercial and Construction and Demolition (C&D) haulers.

The most recent data collected (2023) identified Residential activities generating 60% of the municipal solid waste (MSW) while Commercial created 40%. The remaining waste generation was from C&D, which was less than a 0.1%. C&D has become a non-factor with county growth slow. Historically, in Kendall County these generation

rates have fluctuated with growth and the economy. In 2017 the Residential rate was 55% and the Commercial rate was 43%, similar to present rates. In contrast to the year 2007, where C&D was 37% and commercial was 14%. The lack of reliable data creates errors within the generation categories but is still consistent with expected trends.

The MSW generated is collected by numerous waste collection companies with four to five different companies handling over 75% of the collection. This waste is directly hauled to out of county landfills as well as directed to transfer stations, one of which is located in-county.

The County's recyclables are directed to out of county recycling facilities. An Illinois Environmental Protection Agency (IEPA) permits compost facility operates within the county accepting yard waste from both in-county and out-of-county sources. This compost facility has dramatically limited incoming materials due to the economics of compost operations. This does create challenges for the local municipalities which directed their yard waste to that site.

The estimated recycling rate for the past 5 years was expected to be about 27% - 30% with very little change from the ten-year average. The MSW trends in the region and county have identified a stabilization of waste generation and recycling. The actual data for Kendall County, once again only 1/3 of expected generation, show Kendall's recycling rate at 16%, which is underestimated.

This data, the estimated Kendall County MSW collection data referenced earlier, in addition to neighboring counties and Illinois state MSW trends were deemed as acceptable for decision making by the Solid Waste Plan Committee in their task of improving the County's MSW practices.

The 2025 Kendall County Solid Waste Plan Update provides recommended objectives for the County Board to approve. The county, mainly through the Health Department is to follow/implement those objectives. A county's solid waste plan not only defines actions for positive environmental actions but also provides some legal boundaries through the legislation in regard to PCF (Pollution Control Facility) siting. Therefore, Kendall County has used solid waste plan recommendations/objectives to direct the type of solid waste activities permitted in the county. These objectives are comprehensive. Some are designed to encourage the minimization of waste generated utilizing source reduction techniques and recycling. Additional objectives address evaluating final disposal methods for waste generated within the county. Further, some objectives outline tasks focusing on monitoring legislation related to solid waste at the state level.

The objectives for the Solid Waste Plan are summarized within the next few paragraphs and define the direction for county activities to improve environmental sustainability.

The objectives are in similar categories as within the previous Kendall County plans but as mentioned earlier the updated solid waste legislation through the “Materials Management Advisory Committee” have modified the format.

Previous Kendall County Solid Waste Plan categories included Administration, Recycling and Source Reduction, Compost, Waste-to-Energy/Alternative Technologies, Transfer Stations and Landfills. Recommended action items within the plan will continue to address these categories but more discussion will be directed towards the following:

- Existing infrastructure
- Waste Generation Assessment
- Current and proposed programs
- Public Education and outreach

The 2020 “Administration objectives” addressed methods to incorporate and maintain Solid Waste Plan tasks into management systems within the KCHD. These objectives identify target audiences and messages needed to be communicated to best augment the Solid Waste Plan. These actions were completed and have created a proper system to eliminate Administrative Objectives category for this 2025 update.

“Compost Recommendations” focus on education, legislation and cooperative relationships with composters in Kendall County including IEPA permitted facilities. These objectives were completed by the solid waste coordinator while completing normal activities.

“Transfer Station Objectives” address host benefit agreement requirements with the Kendall County Board in both incorporated and unincorporated areas of the county. A transfer station does exist in Kendall County and the associated requirement for a host benefit agreement has been met and is current.

“Waste-to-Energy / Alternative Technology Objectives” (WET/AT) include review of legislation, tracking ambient air quality standards, educating residents, educating Kendall County elected officials and other county leaders on these methods of waste disposal. The second objective is to allow WTE/AT to be considered for Kendall County. These technologies have been monitored over the years, but little has changed in these techniques. So far, these technologies have not become an important factor in solid waste planning and no applications for these facilities have been formally put forward.

The final section, “Landfill Objective”, which is the least desirable strategy of the IEPA hierarchy of municipal solid waste management. The Kendall County Solid Waste Plan will not allow siting of landfills within Kendall County for the next 5-years. The “Landfill Objective” was met by not entertaining any landfill proposals.

## 2025 Recommendation Summary

These objectives are a result of a meaningful, thoughtful discussion held over the course of four planning meetings attended by an ad hoc committee comprised of a diverse representation of the Kendall County community; facilitated by the KCHD and led by a member of the Kendall County Board. The approved Solid Waste Plan Recommendations ultimately will be implemented by KCHD's Environmental Health Services Unit. This Solid Waste Planning effort is the seventh time Kendall County has updated the recommendations since the original in 1995. Over this time, the recommendations or objectives have not significantly changed. The 2025 Recommendations are as follows:

The Recycling and Source Reduction Recommendations revolve around promoting, educating, methods of sharing information, parties involved in this process and recognition. These seven (7) recommendations within this category also address special recycling methods for electronic waste, household hazardous waste, pharmaceuticals and other items singled out for separate collection systems.

The Compost Recommendations remain the same from the previous 5-year plan. These two (2) recommendations address staff staying educated in current composting regulations and the best available compost practices. Additionally, staff will make efforts to educate the public on yard waste handling and end-uses of these materials.

Waste-to-energy/Alternative Technologies (WTE/AT) Recommendations are also to stay consistent for the next plan timeframe. Although these types of waste management methods are proven technologies, the cost and infrastructure for implementation in Kendall County is a challenging proposition. Therefore, the recommendations are for staff to stay educated in these potential methods of waste disposal and to monitor National Ambient Air Quality Standards (NAAQS) related to siting this type of facility. Since these facilities are considered Pollution Control Facilities, a recommendation requires a host benefit agreement be in place prior to siting.

The Solid Waste Transfer Station Recommendation only addresses the requirement of a host benefit agreement consistent with the process for WTE/AT. Transfer Stations have become very popular in northeast Illinois due to population density and types of land use already in place would discourage landfilling or WTE/AT. Kendall County's waste disposal needs are presently being met with present transfer station accessibility and some direct waste hauling.

The Landfill Recommendation continues to be the ban on this type of waste facility in Kendall County. Kendall County's neighbors presently have adequate space for Kendall County's waste generation and those landfills are open to out of county waste.

## Section 02: Current Plan Implementation Status

- 1) a review of current programs, including the progress on recommendations from the most recent Plan; and*
- 2) a discussion of any barriers to achieving the recommendations set forth in the most recent Plan and a proposal to overcome those barriers.*

The following recommendations were implemented in 2020 to be accomplished by 2025. The status report below identifies efforts, achievements and successes in implementation of 2020 recommendations. The Kendall County format for recommendation categories is parallel with the old solid waste plan IEPA recommendations template. The recommendation categories are as follows:

- Administrative Objectives
- Recycling and Source Reduction Objectives
- Compost Objectives
- Waste to Energy Objectives
- Transfer Station Objectives
- Landfill Objectives

The objectives are designed in two categories, action objectives and permissive objectives. The action objectives are focused on implementation efforts completed by employees. The permissive objectives are acceptance of transfer stations and waste to energy/alternative technology facilities and a moratorium on landfills.

### Administrative Objectives

Two Administrative Objectives were identified, and both were internal efforts within the Health Department. These two were 1) Integrate the SWP objectives into KCHD Strategic Plan and 2) Integrate solid waste legislation monitoring into KCHD legislative / Policy work.

Both of these objectives were implemented in 2020, and both continue to be beneficial to the county by organizational commitment and continued legislative updates. Legislative monitoring and advocacy have become more critical as solid waste efforts have moved towards legislative solutions versus voluntary solutions.

The realization that solid waste gains are mostly legislatively driven versus voluntary efforts is a major change in solid waste efforts nationally and locally. Therefore, Illinois legislation is seeing more bills regarding solid waste than ever before. Extended Producer Responsibility (EPR) is the direction most legislation is headed. Illinois has partnered with Product Stewardship Council (PSC) to aid in guidance in legislative efforts. This partnership, which KCHD is part of by monetary dues, has aided in Electronic and Pharmaceutical legislation which is beneficial to KCHD.



## Recycling and Source Reduction Objectives

Typically, the key to solid waste management is diversion by recycling or source reduction. This section has the most recommendations and has seen the most activity. Seven (7) recommendations/objectives were generated in 2020, and most are continuation of past recommendations in these areas. As expected, these recommendations revolve around education and communication. Technology has changed the routes of communication strategies due to the fact that search engines are the key components of education.

- A. Offer to educate and promote recycling and source reduction within Kendall County.

These objectives outline education and communication activities that are at the heart of the plan. Therefore, most specific efforts are identified in the following objectives. The philosophy of allowing the free-market system to guide most solid waste programs leads to slightly different programs by the different waste haulers and the types of education they implement. For example, the “At Your Door” programs offered by waste haulers, which is a cost to those waste haulers, is many times not publicized by the waste haulers or the communities.

Although technology has allowed the internet to house search engines, these methods only reach those whom “search” for the information. It doesn’t address enough of the target audience needing the knowledge.

- B. Interact with local schools, clubs, senior groups, and community groups in Kendall County on ways in which to promote and practice recycling and source reduction.

Personal interaction in typical learning or communication circles allows for the best information sharing on all issues let alone solid waste issues. Therefore, KCHD had in-person meetings before the covid pandemic and after the restrictions were lifted. As mentioned in the Executive Summary, the Pandemic delayed all of the education programs during that timeframe, so the events listed below were completed outside the Pandemic timeframe.

School education programs were provided for elementary and junior high students. Presentations sponsored by the Kendall County Soil and Water Conservation District allowed interaction with 300-400 elementary students per year from a couple different communities. This program highlighted typical residential recycling techniques as well as e-waste and Household Hazardous Waste (HHW). The junior high program, which addressed 100-200 students, occurred a couple times, discussed solid waste disposal and environmental impacts from mankind.

School solid waste education was negatively impacted due to the following reasons:

- The Pandemic stopped in person educational sessions for several years
- Weak school connections - school administrators and teacher connections move or retire; replacements may not be interested or able to maintain connection.
- School's itinerary/curriculum may prohibit this education

- C. Using social/mainstream media, including the Kendall County Green Page, to provide information on source reduction, recycling and other actions to aid proper waste management.

The ease of internet access has increased the need for web-based educational information. KCHD had moved away from printing hard copy solid waste education, Green Pages, and has shifted focus to web-based information called the *Green Page*. Therefore, in early 2020 and 2021 resources were dedicated to improving that media link.

These efforts were considered successful since the Health Department received fewer phone calls regarding e-waste and HHW once the information was available on the web. The other advantage to this effort was to provide web links to other websites through the IEPA or the United States Environmental Protection Agency (USEPA).

- D. Identify and communicate methods by which to practice safe and proper disposal of residential Household Hazardous Wastes (HHW).

HHW programs for most of Kendall County's population is covered by the "At Your Door" programs offered within the communities' waste contracts. Notification of existence of this is completed by villages, their selected waste haulers and from our office in response to calls received. Other non-municipal residents are directed to the IEPA permanent Household Hazardous Waste Facility in Naperville. It has been advantageous for Kendall County to have this permanent state-run facility so close for over 10 years. Staff have referred many residents to this facility over the years.

- E. Communicate with waste haulers to address recycling concerns and possible waste hauler actions (sponsoring theatre promos, stickers or magnets with directions on how to recycle) that could improve collections.

Annual waste hauler licensing completed at the beginning of each year not only allows KCHD to collect data on waste generation but also to communicate with haulers. This annual correspondence requests promotional information from each hauler on methods to improve waste collection services. Having staff present at annual meetings/presentations by organizations, i.e. Solid Waste Association of North America (SWANA), Illinois Counties Solid Waste Management Association (ILCSWMA) and Illinois Recycling Federation (IRF) has created positive interaction with waste haulers.

- F. Recognize businesses within Kendall County who practice innovative waste reduction and recycling.

No recognition occurred during the plan period. This objective was not implemented due to the following variables:

- a) Significant resource hours to identify those practices
- b) Somewhat dubious impact of recognition
- c) Corporations often dictate the practices, and individual facilities cannot change practices on their own
- d) Scope of businesses surveyed

In the past, the methodology of identifying the innovative practices was to have KCHD inspectors complete a survey during their normal food inspections. This survey plan used for the past plan allowed for a large sample size of over 250 surveys. The project used food permit lists for facilities meeting specific criteria in the county. The survey data was collected and included a rating system for positive recycling efforts.

The number of resource hours taken to identify businesses was not excessive, but it did add additional work for inspectors who already were on site to conduct an extensive food safety inspection and complete a comprehensive associated report. The businesses identified for recognition received media and County Board recognition. Few business representatives showed up for this recognition and therefore the value of this effort was concerning.

The other variable impacting these innovative practices are those chains (usually fast-food restaurants) most often have their waste programs implemented by corporate rules. As such, individual stores usually have little control over this aspect of their operation. Therefore, any recognition would be for the corporate policies more than local effort.

As stated earlier the scope of this audit only included restaurants. Many other types of businesses may be able to have implemented innovative waste reduction methods, but survey methodology (using food inspectors) limits the scope without dedicating more resources.

- G. Interact with municipalities and villages within Kendall County on financial benefits and best practices in managing municipal solid waste.

These interactions did not occur on a regular or formal basis. Intermittently, meetings would be held, i.e. solid waste planning meetings, where interaction would take place to update the municipalities and villages of best practices. The pandemic also affected these meetings. Fortunately, in our area waste haulers desire our community contracts and offer good services which include best practices.

#### Compost Objectives

- A. Strive to be informed on the latest compost practice applications while fostering cooperative and collegial relationships with commercial composting operations.

This objective was completed by continuing to attend sessions at conferences addressing compost regulations or practices and continued inspections of the 1 permitted compost facility operating within Kendall County. Kendall County does have a few smaller compost operations occurring but only one is permitted by the IEPA.

No major changes to compost regulations or operations have occurred within the past five years. The major change within this time frame is the compost operations management within Kendall County has changed again. Kendall County has continued to work with and visit the facility to ensure a positive relationship with the new operator.

- B. Community education and outreach may include residential, commercial, rural, urban, operational or end-use aspects of composting. This education has mainly been focused within the school education efforts. No presentations occurred to the public regarding composting but social media posts from the health department do address this aspect of yard waste management. Many of the municipalities and villages do have yard waste programs.

#### Waste to Energy/Alternative Technology Objectives

- A. Identify state/federal regulations relating to Waste-to-Energy and Alternative Technologies

No new state/federal regulations were passed or modified that would impact these technologies in Illinois

- B. Identify status of USEPA clean air attainment and non-attainment designation for townships relating to Waste-to-Energy siting.

The NAAQS levels are reviewed annually to verify air quality is consistent. These air quality results have impact on the likelihood of allowing potential air contaminant generators to be sited within the county. Kendall County is compliant with NAAQS as set forth by the USEPA.

- C. Continue to identify and examine alternative technologies and offer to educate the public and county leaders regarding these technologies.

No new alternative technologies have been identified or of interest to require more education. These solid waste planning meetings are one method of educating the public and local governments of changes in this area.

- D. Development of private sector Municipal Solid Waste Alternative Technologies and Waste to Energy facilities are allowable within Kendall County.

This objective is to open the door for those types of solid waste facilities within the county so as to not hinder economic growth with the waste industry or minimize options for solid waste facilities.

- E. All Alternative Technology and Waste to Energy Municipal Solid Waste facilities in Kendall County must enter into a Host Community Benefit Agreement with the siting authority in the host community and with the Kendall County Board.

This objective is to ensure every alternative technology or waste to energy facility that meets the requirement of being a pollution control facility enters into a host benefit agreement with the county.

#### Transfer Station Objectives

- A. All Transfer Stations in Kendall County must enter into Host Community Benefit Agreement with the siting authority in the host community and with the Kendall County Board

This objective is to ensure every transfer station that meets the requirement of being a pollution control facility enters into a host benefit agreement with the county.

#### Landfill Objective

- A. No new or expanded landfills in Kendall County

This objective is to ensure no landfill applications are allowed within Kendall County.

### **Section 03: Existing Infrastructure Report**

Kendall County has been landfill free since 1974 with the closure of the Nelson landfill on East Beecher Road. This landfill /dump, for it did not meet the definition of a properly designed landfill, received waste from numerous communities and industries as identified in the “Kendall County Solid Waste Management System Analysis” completed in August 1974 by the Illinois Institute for Environmental Quality. Since that time Kendall County has exported its waste by direct haul to neighboring county landfills including Will, Grundy, and La Salle.

The Illinois Landfill Capacity Report from 2021 identifies 36 landfills reported receiving more than 46 million cubic yards of waste at the gate. This equates to 19,432,831 “in-place” cubic yards after compaction. As of Jan. 1, 2022, 36 active landfills had a combined remaining capacity of 431,003,552 “in-place” cubic yards. At the average “in-place” disposal rate over the past five years, these landfills will have a cumulative life expectancy of approximately 20 years. However, cumulative landfill capacity and life expectancy may vary year-to-year based on a number of factors, including waste disposal rates, landfill expansion, and the construction of new landfills.

The Kendall County regional view for final disposal includes 3 neighboring county landfills (DeKalb County Landfill, Landcomp- LaSalle County and Prairieview-Will County) as well as the two most popular (by volume) in Winnebago and Ogle Counties. Approximately 33% of all Regions 1 & 2 waste is disposed of in these two landfills. The 3- neighboring county landfills each have over 20 years of life expectancy because their daily tonnage is presently low.

The first IEPA permitted solid waste Transfer Station in Kendall County was opened in Plano in 2015. This facility has greatly reduced the solid waste challenges being created by the increasing population within Kendall County. The 2022 and 2023 data identify this facility accepting less than 500 tons per day of waste and recyclables. This facility does not handle yard waste. Most of this waste handled at this facility typically will go north to Winnebago and Ogle counties.

The existing infrastructure for Kendall County “waste” verifies that the disposal space is available for Kendall County using the present systems and methods for the next five-years.

Landfill diversion methods include curbside recycling, curbside yard waste collection and drop-off locations within the county or in a nearby county. Curbside recycling is available for 100% of the county residential population. An estimate of residential participation would be around 90%. Curbside yard waste is available within municipalities and some villages but not in rural areas of the county. E-waste and HHW curbside collections are also available within municipalities and some villages but not available to rural residents. Drop-off locations are available for rural residents.

### **Section 04: Waste Generation Assessment**

Solid waste generation data can be compiled following the methodologies of collecting

waste data from haulers, using the waste generation data as guided by the Materials Management Advisory Committee, reviewing neighboring counties generation data and USEPA waste generation estimates. Kendall County has decided to use the MMAC generation calculation data for total waste generation. Kendall also used the USEPA waste generation data for long term trending. Data from the local haulers, although collected annually, has been much lower generation than expected. The disparity between reported and average waste generation is depicted in the chart below. Therefore, the waste generation per person per day for Kendall County is 6.5 lbs. per person per day (the amount identified by the MMAC).

In the Materials Management Advisory Committee Report, (page 23, item 2) within “Annualized Waste Disposal, Diversion and Generation Figures”, the description of the calculation for this waste generation number of 6.5 lbs. is available. In regard to waste generation data collection through haulers, which has been inadequate, the MMAC has created reporting requirements through the state versus county legislation. This report would be more by IEPA region versus county and therefore may not benefit Kendall’s Waste Generation Assessment.

Population of County multiplied by 6.5 lbs./person/day multiplied by 365 would be annual waste generation.

Kendall County 2023 Population estimated 137,000

137,000 ppl x 6.5 lbs. per day = 890,500 lbs. per day

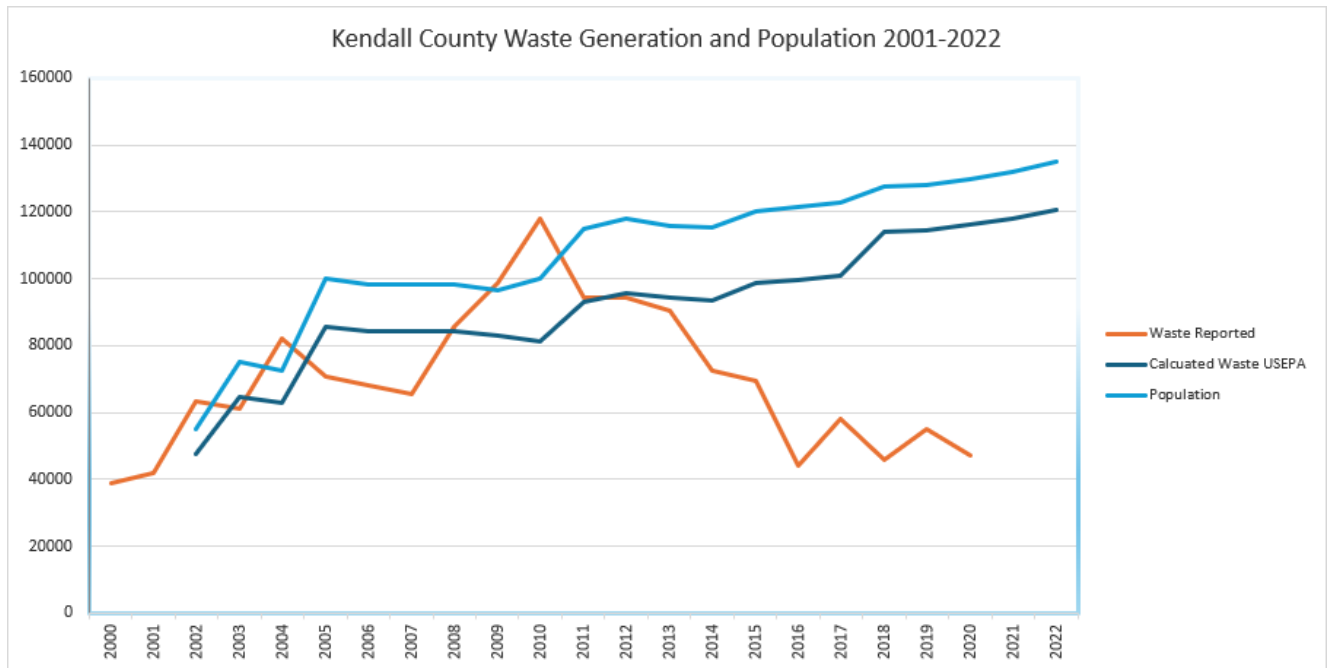
890,500 lbs. per day x 365 days= 325,032,500 lbs. per year

**325,032,500 lbs. per year/ 2000 lbs. = 162,516.25 total per year**

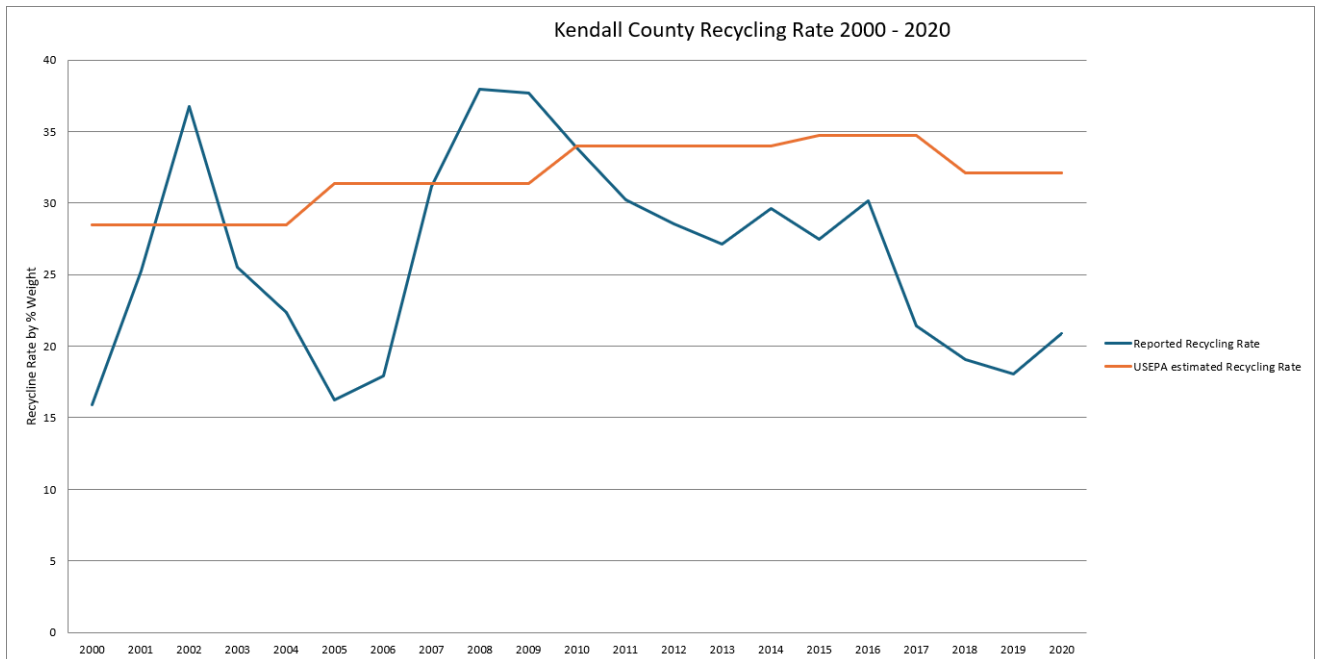


## Waste Generation Charts

The chart below identifies the amount of waste (tons) reported voluntarily by licensed waste haulers in Kendall County (yellow line). The chart also identifies estimated waste generation using USEPA calculations, ranging between 4.45-4.9 lbs./ pp/day (dark blue line). The USEPA calculations were used because the historical data was available going back to the early 2000's when the Illinois waste generation data was not historically available. Population is represented as well since the estimated waste generation is based on population (light blue line). The disparity of actual waste reported (yellow line) versus the national average using USEPA data (dark blue line) is obvious.



Diversion/Recycling rates are addressed in the same method as total waste generation. The hauler reported diversion as compared to the estimated diversion. The MMAC diversion rate is favorable to Kendall County with its close access to MRFs and other recycling centers being in the Chicago Metro area. The MMAC report identified the diversion rate of 37.3%. The chart below depicts Reported Recycling Rate by licensed haulers (blue line) versus the USEPA estimated Recycling Rate (yellow line). The USEPA estimate Recycling Rate increased from 28.5% in 2000 to 34.7% in 2015 and down to 32.1% in 2018.



## Waste Generation Assessment Summary

Kendall County's waste generation seems to be in line with the Chicago Metro area's generation. Kendall County, although partially rural, behaves as a collar county of Cook with typical solid waste practices of suburban communities for recycling. The accuracy of the data collected for waste generation and recycling has declined over the years. The poor data may be result of haulers protecting their information, poor data or from inability for county to collect data for other reasons. The waste generation assessment has not been a strong driver in Kendall County to modify our diversion efforts. Visual observation of good solid practices is apparent and are available within the county that reflects solid waste is properly collected, sorted and sent to proper locations for recycling or landfilling.

## Section 05: Current and Proposed Programs

Kendall County has been proactive in solid waste actions since the early 1990's as the realization of landfilling everything was an environmental disaster. Kendall County's first effort in recycling was the "blue bag system" implemented in Oswego. Since that time Kendall County has moved through the "recycling bin" and graduated to the "recycling toter" along with the suburban recycling practices. Kendall County is the 6<sup>th</sup> most populated county in Illinois and the recycling and diversion programs are appropriate for our area. In the 1990's Kendall's programs were relatively basic, recycling tin and aluminum cans, plastic bottles, paper and cardboard only. Legislation in the 1990's also led to landscape waste being part of our diversion programs. The 2000's saw new legislation, creating electronic waste (E-waste), household hazardous waste (HHW) and drug takeback programs.

Kendall County implemented a Residential Recycling Ordinance in the late 90's which allowed Kendall to control more of the solid waste practices within the county. This ordinance required haulers to recycle if handling residential solid waste and defined which commodities must be recycled. As stated earlier, these commodities were your typical commingled recyclables. The strategy of Kendall's diversion programs was to allow waste haulers and markets to define the recycling systems to be used. As such, some communities used drop-off programs, some communities implemented curbside pickup, and some smaller communities were not serviced. Kendall has continued this strategy not to force ineffective costly programs to be operating in the county. Being within the Chicago Metro area has allowed many Kendall residents access to the same sorts of programs serving Kane, DuPage or some of the other collar counties.

### List of diverted items and materials to target diversion

Kendall County is able to accommodate a variety of recyclables. This is primarily due to the close proximity to the Chicagoland area. Kendall County's demographics, suburban and part rural, impacts the coverage of all programs. The list of items capable of being diverted is rather homogenous across the county, but the method of collection will vary between municipalities and rural areas. The following is a list of all items diverted through programs provided:

- Newspaper, magazines, chipboard, other mixed paper
- Cardboard
- Aluminum cans
- Plastic containers (bottles, tubs, jugs and jars)
- Glass containers (bottles and jars)
- Metal (steel containers/tin cans and foil)
- Household Hazardous Waste
- Electronic Waste
- Landscape Waste
- White Goods
- Construction and Demolition

### Traditional Recycling Efforts

- Newspaper, magazines, chipboard, other mixed paper - collected curbside throughout county
- Cardboard - collected curbside throughout county and commercially at businesses
- Aluminum cans - collected curbside throughout county
- Plastic containers (bottles, tubs, jugs and jars) - collected curbside throughout county
- Glass containers (bottles and jars) - collected curbside throughout county
- Metal (steel containers/tin cans and foil) - collected curbside throughout county
- Household Hazardous Waste – Municipal programs collect at curb through “At Your Door” while rural/unincorporated parts of county must use an IEPA sponsored collection site in Naperville (DuPage County). Rural areas also have “At Your Door” collections available for a fee but is usually cost prohibitive and is rarely used.
- Electronic Waste - Municipal programs collect at curb through “At Your Door”. Rural/unincorporated parts of the county must use drop-off locations, or one-day collection sites sponsored by the IEPA. Rural areas diversion methods are a weakness in Kendall County.
- Landscape Waste - Municipal programs seasonally collect at curb. Rural/unincorporated parts of the county either compost, mulch or burn their yard waste.
- White Goods – Municipal programs announce white good collections intermittently throughout the year. Rural areas has no white good collection system. Fortunately, many white good retailers will collect the old appliances as they deliver a new replacement appliance. Metal recycling facilities in the area will accept bulk white goods dropped off by residents.
- Construction and Demolition – C&D waste is managed by contractors or homeowners working separately with a waste hauler to have separate dumpsters for their projects.

### Organics Recycling Efforts

Kendall County has not implemented any large-scale food diversion programs to date. Kendall County has composted some food waste through the IEPA allowance for food waste additions to yard waste compost programs at the local IEPA permitted composting facility, but this facility takes in waste from a large area. As such, a large percentage of this collected food waste probably did not originate from Kendall residents or businesses. While this compost facility accepts some food waste, we do not believe it qualifies as a large-scale diversion program for food waste.

### Non-Traditional Recycling Efforts

The waste hauler programs in Kendall County have allowed for some non-traditional efforts to become part of our standard residential programs. Our largest communities

have available to them the “At Your Door” programs which allows electronic waste and HHW to be collected at the residence. This program does allow the majority of residents to properly dispose of these commodities. The disadvantage is the “At Your Door” programs are not available county wide and sometimes are not advertised to residences in the communities where it is available. This leads to residents not knowing that they have the “At Your Door” service available.

The residents without the “At Your Door” program have options for HHW by dropping it off at the IEPA HHW Collection site in Naperville. Many residents over the years have been directed to this facility and it has worked well.

Electronic waste generated outside the municipalities has fewer options. Kendall County only sponsored one E-Waste collection over the past five years. These collections are limited due to the cost of the events to the county. Therefore, the rural residents are directed to watch neighboring county collection events or find a neighbor within a municipality. E-waste other than CRT’s and flat screen TVs are collected by Goodwill and some other secondhand stores within the county. These efforts for E-waste diversion are considered successful because the number of TVs discarded on country roads has decreased down to zero from 10-15 per year in the past. The number of phone calls inquiring on this subject has also dropped off significantly.

#### Other Recycling Efforts

Although Kendall County makes an effort to be current in all aspects of solid waste diversion methods, we are hesitant to be first into emerging technologies. Kendall County’s philosophy of allowing markets and haulers to dictate technologies and practices keeps us in the background of emerging technologies and practices.

Bio-diesel, anaerobic digesters, etc. and similar efforts in other counties are monitored for success and possible future implementation in Kendall County. None of these emerging technologies are being pursued at this time in our county.

#### Disposal

Kendall County, like all of Illinois, depends on landfilling our non-diverted items. The landfills used are in the neighboring counties and most waste goes there. Kendall does have an operating Transfer Station in the community of Plano.

## **Section 06: Public Education and Outreach**

Educating the community, both residents and businesses, on the ever-changing environment of recycling has always been a recommendation and goal of every solid waste plan accepted by Kendall County. Single stream recycling has been the implemented system by the haulers in Kendall County and most of the country, but this system has led to recycling contamination being a barrier to good clean commodities. This has caused recycling education to once again become a very high priority for solid waste plan implementation.

The introduction of electronic-waste recycling over the past decade has also caused confusion on acceptable e-waste items, locations for collections or drop offs and the cost of e-waste collections. Household Hazardous Waste (HHW) disposal has also become a common practice but still a challenge for residents and businesses with how, why and where to recycle these items. The 2024 “Pharmaceutical Takeback Programs” started by the state has also created confusion and how to dispose of unwanted drugs due to it being a new program. Although Kendall County had created programs through the Coroner’s office and Sheriff’s office years ago for drug takeback, the introduction to more convenient methods requires additional outreach.

The challenges identified above have driven the educational efforts to social media via Facebook, Instagram and other popular sites. The success of these social media efforts is difficult to measure but overall, little improvement is seen in recycling quality. Recycling quality is, in this case, the minimization of contamination (non-recyclables) in the recycling stream.

Educating the youth (future recyclers) is also a priority for outreach to the community. These efforts have been a foundation of outreach actions since recycling was introduced. Although educating the public/youth to make behavioral changes can be a challenge, educating on a topic such as garbage, which is often perceived as a low priority for this age group is even a bigger challenge.

Kendall County outreach educates hundreds of students per year through partnership programs and contacts within schools. Other public outreach is made available to community groups and organizations by contacting the Kendall County Health Department.

A key component of solid waste outreach education is the responsibility of the waste haulers and the community in which the waste hauler does business. A majority of Kendall County’s population is within municipalities, which have contracted solid waste services. Kendall County’s “Residential Recycling Ordinance” requires recycling be included in waste collection costs and not as an additional charge. Therefore, the waste hauler’s economic interests are to ensure the recycling stream is clean and the village/municipality wants to keep waste costs down and feel environmentally friendly. The economics for both the waste hauler and the community to recycle efficiently prompts them both to supply educational information on their websites and an occasional mailing.

## **Section 07: Partnerships, Policy, and Funding**

The Kendall County Health Department is the organization identified as the lead in implementing the Solid Waste Plan. Therefore, partnerships, policy measures and funding would be formed or directed through the Kendall County Health Department.

Solid Waste Plan partnerships have not been formally developed, there have been some informal “partnerships” regarding educational efforts. The informal educational partnership was created with Kendall County Soil and Water Conservation District through the Natural Resources Tour. This partnership has allowed for students from numerous Kendall County schools to be informed of proper recycling methods and other ways to protect our environment. Other school type educational forums have occurred but more on a random schedule versus an annual event as the Natural Resource Tour.

Policy measures addressed through the Kendall County Solid Waste Plan were addressed through Administrative Recommendations in previous solid waste plans. These policy measures required the KCHD to incorporate specific solid waste legislation monitoring and include verbiage in the KCHD Strategic Plan addressing the Solid Waste Plan. These actions have been completed and those policy measures are still current and being used as designed within our management systems.

Other policy measures such as ordinances have not been used for solid waste management for decades. The initial solid waste plan in 1995 created a “Residential Recycling Ordinance” which requires all waste haulers to offer recycling and to report waste collected annually. This ordinance is still in place. County policy measures have not been a preferred method for implementing solid waste efforts. These have been discussed over the years, but solid waste advisory committees have not supported local government interaction. The free market for commodity pricing has been a general direction for supporting certain efforts.

Potential funding sources have been investigated, but typically all funding is accomplished through budgeted funds from KCHD. State and Federal grants have been used intermittently to fund solid waste projects over the years. Some of the grant funded projects involved educational funds through a variety of media. State grant funding supported the completion of this 2025 Solid Waste Plan.

The KCHD budgeting methodology has allowed the Solid Waste Plan implementation to continue on schedule and also for Kendall County to stay current and efficient in solid waste practices.



## **Section 08: Summary of Recommendations**

### **2025 Recommendations**

These recommendations are very similar to the previous 5-year plan recommendations with some minor changes.

#### ■ **Recycling and Source Reduction Objectives**

- A. Offer to educate and promote recycling and source reduction within Kendall County, including county departments, other local government and public entities.
- B. Interact with local schools, clubs, senior groups, and community groups in Kendall County on ways in which to promote and practice recycling and source reduction.
- C. Using social/mainstream media to incorporate information on source reduction, recycling, and other actions to aid proper waste management.
- D. Identify and communicate methods by which to practice safe and proper disposal of residential Household Hazardous Wastes (HHW), including pharmaceutical waste, sharps, paints and electronics.
- E. Encourage waste haulers to provide greater clarity regarding evolving recycling processes to their customers.
- F. Recognize businesses within Kendall County who practice innovative waste reduction and recycling.
- G. Support villages, municipalities and townships within Kendall County in discussions on financial benefits and best practices in managing municipal solid waste and data sharing.

#### ■ **Compost Objectives**

- A. Strive to be informed on the latest compost practice applications while fostering cooperative and respectful relationships with commercial composting operations.
- B. Community education and outreach may include residential, commercial, rural, urban, operational or end-use aspects of composting.

■ **Waste-to-Energy/Alternative Technology Objectives**

- A. Identify state/federal regulations relating to Waste-to-Energy and Alternative Technologies
- B. Identify status of USEPA clean air attainment and non-attainment designation for townships relating to Waste-to-Energy siting.
- C. Continue to identify and examine alternative technologies and offer to educate the public and county leaders regarding these technologies.
- D. Development of private sector Municipal Solid Waste Alternative Technologies and Waste to Energy facilities are allowable within Kendall County.
- E. All Alternative Technology and Waste to Energy Municipal Solid Waste facilities in Kendall County must enter into a Host Community Benefit Agreement with the siting authority in the host community and with the Kendall County Board.

■ **Solid Waste Transfer Station Objective**

- A. All Transfer Stations in Kendall County must enter into Host Community Benefit Agreement with the siting authority in the host community and with the Kendall County Board

■ **Landfill Objective**

- A. No new or expanded landfills in Kendall County



## Kendall County Agenda Briefing

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**Meeting Type:** County Board

**Meeting Date:** 11/19/2024

**Subject:** Approval of amendment to the October 04, 2022, grant agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211 Inc

**Prepared by:** Jennifer Breault, Budget and Finance Analyst

**Department:** Administration

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**Action Requested:**

Approval of amendment to the October 04, 2022, grant agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211 Inc

**Board/Committee Review:**

Approval of a grant agreement, Oct. 4, 2022 County Board Meeting

Approval of an amendment to the grant agreement, June 13, 2023 County Board Meeting

**Fiscal impact:**

\$28,500 from ARPA funds

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**Background and Discussion:**

The County allocated a total of \$136,000 to Kendall 211, disbursed for specific costs each fiscal year over three years. There is a remaining balance of \$28,500 from their grant, which is intended to be utilized by Kendall 211 between October 1, 2024, and December 20, 2024. The grant agreement specifies the cost allocation as \$1,000 for contract services, \$7,000 for marketing, \$500 for governance, and \$20,000 for PATH. This amendment proposes to reallocate these funds to include employee salaries, which would allow Kendall 211 to fully utilize the funds. This adjustment complies with the APRA Guidelines and will assist Kendall 211 in effectively utilizing the funds prior to the deadline.

**Staff Recommendation:**

Approval of amendment to the October 04, 2022, grant agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211 Inc

**Attachments:**

Draft grant agreement

**SECOND AMENDMENT TO THE OCTOBER 4, 2022 GRANT AGREEMENT FOR  
DISBURSEMENT AND USE OF KENDALL COUNTY’S AMERICAN  
RESCUE PLAN ACT FUNDS**

THIS SECOND AMENDMENT (“Second Amendment”) modifies the grant agreement between the County of Kendall, Illinois, a unit of local government (“County”), and Kendall County 211, Inc., a non-profit 501(c)3 organization in good standing (“Grantee”), approved October 4, 2022 (the “Agreement”). For purposes of this Second Amendment, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the County and the Grantee entered into an Agreement whereby the County agreed to distribute to Grantee One Hundred Thirty-Six Thousand Dollars (\$136,000.00) from the Coronavirus State and Local Fiscal Recovery Funds the County received from the federal government under the American Rescue Plan Act of 2021; and

WHEREAS, the Agreement was previously amended by agreement of the Parties on June 27, 2023 (“First Amendment”); and

WHEREAS, the Agreement includes tables indicating the purposes for which the Grantee is permitted to spend Grant funds; and

WHEREAS, Grantee now seeks to modify the Agreement to indicate that it may also spend its 2024 Grant funds on payroll; and

WHEREAS, the County agrees to a modification of the Agreement to permit Grantee to spend its 2024 Grant funds on payroll; and

WHEREAS, the total amount awarded to Grantee for 2024, \$28,500.00, shall not be changed.

NOW THEREFORE, the Agreement is amended as follows, effective upon acceptance by both Parties:

1. The recitals set forth above are incorporated into this Second Amendment by reference and made a part thereof.
2. Section 3(a) of the October 4th, 2022 Agreement includes the following table that specifies the permitted use of fiscal year 2024 Grant funds:

Funds to be disbursed in FY 2024:

Amount	Purpose
\$1,000.00	Contract service fees, marketing, maintain database, Coordinator
\$7,000.00	Marketing, printed material, distribution
\$500.00	Governance
\$20,000.00	PATH call center
<b>\$28,500.00</b>	<b>Total for FY 2024</b>

3. The FY 2024 table in Section 3(a) of the Agreement shall be replaced in its entirety by the following:

Funds to be disbursed in FY 2024:

Amount	Purpose
\$28,500.00	Contract service fees, marketing, maintain database, Coordinator, printed material, distribution, governance, payroll, PATH call center
<b>\$28,500.00</b>	<b>Total for FY 2024</b>

4. Except as specifically modified by this Second Amendment and the First Amendment, the Agreement remains in full force and effect.

AMENDMENT AGREED TO AND ACCEPTED

**KENDALL COUNTY, ILLINOIS**

Kendall County 211, Inc.

\_\_\_\_\_  
Matt Kellogg  
Kendall County Board Chair

\_\_\_\_\_  
NAME  
JOB TITLE

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_

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

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





## Kendall County Agenda Briefing

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**Meeting Type:** County Board

**Meeting Date:** 11/19/2024

**Subject:** Approval of amendment to the October 17, 2023, and February 7, 2023, grant agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Village of Oswego

**Prepared by:** Jennifer Breault, Finance and Budget Analyst

**Department:** Administration

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### **Action Requested:**

Approval of amendment to the October 17, 2023, and February 7, 2023, grant agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Village of Oswego

### **Board/Committee Review:**

County Board, October 17, 2023, approval of grant agreement (Wolfs Crossing)

County Board, February 7, 2023, approval of grant agreement (Brookside)

### **Fiscal impact:**

2/7/2023 Agreement \$500,000; 10/17/2023 Agreement \$225,000. Both grants funded through ARPA.

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### **Background and Discussion:**

On February 7, 2023, an agreement was established for the installation of water mains along Wolfs Crossing Road, extending from Della Lane to Fifth Street for \$500,000. Subsequently, on October 17, 2023, an agreement was made for the replacement of water mains in the Brookside Manor Subdivision for \$225,000.

The Village of Oswego notified the County in a letter dated November 7, 2024 (attached) that they will not be able to expend the funds for Wolfs Crossing ahead of the December 1, 2024 deadline due to IDOT delays. Oswego has requested to use the funding on the water main installed along Collins Road, which is an ARPA eligible expenditure.

The Village is spending down funds on the Brookside Manor project for engineering and anticipates spending the majority of the grant. However, for ease of reporting and to fully obligate the funds, staff recommends combining the grant into a single grant toward the Collins Road water main project, which was completed in coordination with the County's construction.

The proposed amendment aims to consolidate both contracts into a singular agreement for the water mains on Colins Road. This consolidation will facilitate compliance with the ARPA funding deadline of December 31, 2024.

**Staff Recommendation:**

Approval of amendment to the October 17, 2023, and February 7, 2023, grant agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Village of Oswego

**Attachments:**

Village of Oswego letter dated November 7, 2024

Draft grant amendment



November 7, 2024

Kendall County Board  
[KCBoard@kendallcountyil.gov](mailto:KCBoard@kendallcountyil.gov)

**Subject: Modification Request Concerning the American Rescue Plan Act (ARPA) Grant**

Dear Kendall County Board Members,

On behalf of the Village of Oswego, I am writing to formally request a modification to the existing grant agreement for \$500,000 in ARPA grant funds that the County Board graciously awarded to our community for the Segment Two Wolves Crossing Watermain Project. Due to extenuating circumstances, the Project has been delayed significantly and will unfortunately not be able to meet the spending deadline of December 20, 2024.

The Wolves Crossing Watermain Project is partially state funded and is required to be let by the Illinois Department of Transportation (IDOT). The IDOT process requires more complexity, reporting, and overall time to enter the bidding and construction phases than if it were a municipal project. The Department also maintains a strict bidding schedule that requires deadlines for right-of-way acquisition. Originally, the Village believed that we would meet IDOT's deadlines, but we encountered significant complications with right-of-way acquisition. As of today, we still have not acquired all the necessary right-of-way, and therefore project construction is delayed into 2025.

To honor our commitment to bring essential water services to our residents and maintain the same objectives directed by the original agreement, we are requesting the County Board allow an amendment to the contract that would change the project from the Wolves Crossing Watermain Project to the Collins Road Watermain Project. The Collins Road Watermain Project mirrors the various goals the Wolves Crossing Watermain embodied. The project was completed in May 2024 at a total cost of \$3,555,516.49, and extended 13,540 feet of new watermain under the County's Collins Road extension, bringing improved water pressure and water quality to the areas it serves. The project also supports Oswego's switch to Lake Michigan water by providing looped watermain to the southwest side of Oswego. As this project is already completed, it meets the December 20, 2024, deadline established by the County.

We respectfully request your approval to redirect the grant funding to the Collins Road Watermain Project and look forward to your guidance on how to proceed with the necessary adjustments to the contract. Thank you for your consideration of this request.

Sincerely,

Ryan Kauffman  
Village President

**AMENDMENT TO THE FEBRUARY 7, 2023 GRANT AGREEMENT FOR  
DISBURSEMENT AND USE OF KENDALL COUNTY’S AMERICAN  
RESCUE PLAN ACT FUNDS**

THIS AMENDMENT (“Amendment”) modifies the grant agreement between the County of Kendall, Illinois, a unit of local government (“County”), and the Village of Oswego, a unit of local government (“Grantee”), approved February 7, 2023 (the “Agreement”). For purposes of this Amendment, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the County and the Grantee entered into an Agreement whereby the County agreed to distribute to Grantee Five Hundred Thousand Dollars (\$500,000.00) from the Coronavirus State and Local Fiscal Recovery Funds the County received from the federal government under the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, pursuant to the terms of the Agreement, the Grant funds disbursed to the Grantee were to be used for the purpose of installing a water main along Wolfs Crossing Road, from Della Lane to Fifth Street, in Oswego, Illinois; and

WHEREAS, Grantee now seeks to modify the Agreement so that the Grant funds may instead be used for the purpose of installing a water main along Collins Road, from XXXX to XXXX, in Oswego, Illinois; and

WHEREAS, Grantee affirms that installation of the Collins Road water main will improve water pressure and water quality by connecting existing subdivisions with each other; and

WHEREAS, Grantee affirms that installation of the Collins Road water main is responsive to the need to maintain an adequate minimum level of service for those residents, including a reasonable projection of population growth, who will be served by the main; and

WHEREAS, Grantee affirms that installation of the Collins Road water main is a cost-effective means for meeting that level of service and is unlikely to be made using private sources of funds; and

WHEREAS, Grantee affirms that the level of service provided by the new Collins Road water main is projected to be sustainable over the water main’s estimated useful life, taking into consideration the projected population growth for the service area; and

WHEREAS, the County agrees to a modification of the Agreement to permit Grantee to spend its Grant funds for the purpose of installing a water main along Collins Road, from XXXX to XXXXXX; and

WHEREAS, the total amount awarded to Grantee under the Agreement, \$500,000.00, shall not be changed; and

WHEREAS, the County and Grantee entered into a separate agreement on October 17, 2023 whereby the County agreed to provide an additional \$225,000.00 in ARPA funds to Grantee for the purpose of replacing water mains within the Brookside Manor subdivision; and

WHEREAS, the Parties now also intend for the ARPA funds originally allotted for the replacement of water mains within Brookside Manor to be used instead for the installation of the Collins Road water main; and

WHEREAS, the October 17, 2023 agreement will be amended by a separate amendment to effectuate that modification.

NOW THEREFORE, the Agreement is amended as follows, effective upon acceptance by both Parties:

1. The recitals set forth above are incorporated into this Amendment by reference and made a part thereof.
2. Section 2(a) of the February 7, 2023 Agreement shall be replaced in its entirety by the following:

“Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Five Hundred Thousand Dollars (\$500,000.00) to be used by Grantee for the purpose of installing a water main along Collins Road, from XXXX to XXXXXX, in Oswego, Illinois. Said amounts actually disbursed to Grantee shall hereinafter be referred to as ‘Grant funds.’ Grant funds shall not be used for land acquisition.”

3. Section 3(a) of the February 7, 2023 Agreement shall be replaced in its entirety by the following:

“Grantee understands and agrees it shall use the Grant funds only for the purpose of installing a water main along Collins Road, from XXXX to XXXX, in Oswego, Illinois.”

4. Section 3(c) of the February 7, 2023 Agreement shall be replaced in its entirety by the following”

“If Grantee uses the Grant funds for any purpose other than installing a water main along Collins Road, from XXXX to XXXX (hereinafter referred to as an ‘Improper Purpose’), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.”

5. Except as specifically modified by this Amendment, the February 7, 2023 Agreement remains in full force and effect.

**AMENDMENT AGREED TO AND ACCEPTED**

**KENDALL COUNTY, ILLINOIS**

**VILLAGE OF OSWEGO**

\_\_\_\_\_  
Matt Kellogg  
Kendall County Board Chair

\_\_\_\_\_  
Ryan Kauffman  
Village President

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_  
Village Clerk

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

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



**AMENDMENT TO THE OCTOBER 17, 2023 GRANT AGREEMENT FOR  
DISBURSEMENT AND USE OF KENDALL COUNTY’S AMERICAN  
RESCUE PLAN ACT FUNDS**

THIS AMENDMENT (“Amendment”) modifies the grant agreement between the County of Kendall, Illinois, a unit of local government (“County”), and the Village of Oswego, a unit of local government (“Grantee”), approved October 17, 2023 (the “Agreement”). For purposes of this Amendment, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the County and the Grantee entered into an Agreement whereby the County agreed to distribute to Grantee Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) from the Coronavirus State and Local Fiscal Recovery Funds the County received from the federal government under the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, pursuant to the terms of the Agreement, the Grant funds disbursed to the Grantee were to be used for the purpose of replacing water mains in the Brookside Manor subdivision, located in Oswego, Illinois; and

WHEREAS, Grantee now seeks to modify the Agreement so that the Grant funds may instead be used for the purpose of installing a water main along Collins Road, from XXXX to XXXX, in Oswego, Illinois; and

WHEREAS, Grantee affirms that installation of the Collins Road water main will improve water pressure and water quality by connecting existing subdivisions with each other; and

WHEREAS, Grantee affirms that installation of the Collins Road water main is responsive to the need to maintain an adequate minimum level of service for those residents, including a reasonable projection of population growth, who will be served by the main; and

WHEREAS, Grantee affirms that installation of the Collins Road water main is a cost-effective means for meeting that level of service and is unlikely to be made using private sources of funds; and

WHEREAS, Grantee affirms that the level of service provided by the new Collins Road water main is projected to be sustainable over the water main’s estimated useful life, taking into consideration the projected population growth for the service area; and

WHEREAS, the County agrees to a modification of the Agreement to permit Grantee to spend its Grant funds for the purpose of installing a water main along Collins Road, from XXXX to XXXXXX; and

WHEREAS, the total amount awarded to Grantee under the Agreement, \$225,000.00, shall not be changed; and

WHEREAS, the County and Grantee entered into a separate agreement on February 7, 2023 whereby the County agreed to provide an additional \$500,000.00 in ARPA funds to Grantee for the purpose of installing a water main along Wolfs Crossing Road; and

WHEREAS, the Parties now also intend for the ARPA funds originally allotted for the Wolfs Crossing Road water main to be used instead for the installation of the Collins Road water main; and

WHEREAS, the February 7, 2023 agreement will be amended by a separate amendment to effectuate that modification.

NOW THEREFORE, the Agreement is amended as follows, effective upon acceptance by both Parties:

1. The recitals set forth above are incorporated into this Amendment by reference and made a part thereof.
2. Section 2(a) of the October 17, 2023 Agreement shall be replaced in its entirety by the following:

“Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) to be used by Grantee for the purpose of installing a water main along Collins Road, from XXXX to XXXXXX, in Oswego, Illinois. Said amounts actually disbursed to Grantee shall hereinafter be referred to as ‘Grant funds.’ Grant funds shall not be used for land acquisition.”

3. Section 3(a) of the October 17, 2023 Agreement shall be replaced in its entirety by the following:

“Grantee understands and agrees it shall use the Grant funds only for the purpose of installing a water main along Collins Road, from XXXX to XXXX, in Oswego, Illinois.”

4. Section 3(c) of the October 17, 2023 Agreement shall be replaced in its entirety by the following”

“If Grantee uses the Grant funds for any purpose other than installing a water main along Collins Road, from XXXX to XXXX (hereinafter referred to as an ‘Improper Purpose’), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.”

5. Except as specifically modified by this Amendment, the October 17, 2023 Agreement remains in full force and effect.

**AMENDMENT AGREED TO AND ACCEPTED**

**KENDALL COUNTY, ILLINOIS**

**VILLAGE OF OSWEGO**

\_\_\_\_\_  
Matt Kellogg  
Kendall County Board Chair

\_\_\_\_\_  
Ryan Kauffman  
Village President

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_  
Village Clerk

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

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



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 11/19/2024  
**Subject:** Health & Human Services and Animal Control Video Surveillance Systems  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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**Action Requested:**

Review and Approve.

**Board/Committee Review:**

Committee of the Whole on 11/14/2024

**Fiscal impact:**

Total cost of \$35,724.97 charged to FY2025 Capital.

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**Background and Discussion:**

The County budgeted \$20,000 in FY 2024 Capital for cameras at the Health & Human Services Building that was based on adding four units to the existing Public Safety Center/Courthouse Surveillance System. During FY 2024, we were asked to investigate options to also add cameras at the Animal Control building.

After further review, the logistics of monitoring & accessing video footage from additional cameras on the Sheriff-controlled PSC/Courthouse system will be cumbersome and probably not the right solution for the HHS building needs.

Staff evaluated several options, including adding the system to the County's Avigilon system used at COB, which was also determined to be not a user-friendly option.

With IT Director Kinsey's connected staff to NobleTec, who has been performing great as a vendor for the IT department. Attached are three proposals from NobleTec.

Health & Human Services: Cabling, Installation and Configuration of (4) Outdoor Cameras and (3) Indoor Cameras = \$ 16,644.40

Animal Control: Cabling, Installation and Configuration of (2) Outdoor Cameras and (1) Indoor Camera = \$ 7,672.32

Video Storage/Ethernet Switch w/Support (70% to HHS, 30% to  
AC) \$ 11,408.25

**Total Project Cost: \$ 35,724.97**

Per Building Cost: HHS = \$24,630.18 and AC = \$11,094.79

**Staff Recommendation:**

Staff recommends approval of three contracts with NobleTec for cameras, storage and switch support for HHS and Animal Control with a total project cost of \$35,724.97.

**Attachments:**

NobleTech Proposal for Health & Human Services Cabling, Installation and Configuration of (4) Outdoor Cameras and (3) Indoor Cameras

NobleTech Proposal for Animal Control Cabling, Installation and Configuration of (2) Outdoor Cameras and (1) Indoor Camera

NobleTech Proposal Video Storage/Ethernet Switch w/Support



## Here is your requested quote Axis Cameras Animal Control 2024

Quote# C021251v1

Prepared For:

**Kendall County**

Attn: Luke Prisco

Prepared By:

Kathy Koce

**NobleTec LLC**



## Product

DESCRIPTION		PRICE	QTY	EXT. PRICE
02450-001	<b>Outdoor: AXIS P3827-PVE Panoramic Camera, True to life, 180° coverage, no blind spots</b>	\$1,167.64	2	\$2,335.28
02327-001	<b>Indoor: AXIS P3265-LV Dome Camera , Indoor 2 MP dome with IR and deep learning</b>	\$497.75	1	\$497.75
NTSERVICES	<b>NobleTec Professional Services - Configure &amp; Test Axis Video Surveillance solution</b>	\$514.29	1	\$514.29
CABLING	<b>Cabling Scope of Work: Furnish and install cabling for (2) outdoor cameras, Furnish and install cabling for (1) indoor camera, Add conduit as needed, Terminate and test cables, Install and focus cameras.</b>	\$4,325.00	1	\$4,325.00
Subtotal:				<b>\$7,672.32</b>



# Axis Cameras Animal Control 2024



**Prepared by:**  
**NobleTec LLC**  
Kathy Koce  
630-974-5652  
kathy.koce@nobletecllc.com

**Prepared for:**  
**Kendall County**  
804 W. John St. Suite B  
Yorkville, IL 60560  
Luke Prisco  
(630) 385-3001  
lprisco@kendallcountyil.gov

**Quote Information:**  
**C021251**  
Version: 1  
Delivery Date: 10/25/2024  
Expiration Date: 10/31/2024

## Quote Summary

DESCRIPTION	AMOUNT
Product	\$7,672.32
Total:	<b>\$7,672.32</b>

## Payment Options

DESCRIPTION	PAYMENTS	INTERVAL	AMOUNT
Term Options			
Full Product Payment	1	One-Time	\$7,672.32

Taxes and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Hardware: \*\*Due to extreme stocking and material constraints from the manufacturer, all pricing and availability are subject to change at time of purchase. \*\*Software / Licensing / Renewals: \*\*All pricing, availability, and special offers are subject to change from the manufacturer at time of purchase. \*\* Credit Card Orders over \$1,000.00 may incur 3% credit card processing surcharge. \*\*Returns and Exchanges: \*\* NobleTec LLC will provide any manufacturer's and/or publisher's written warranties associated with third party products purchased from NobleTec LLC to you. Products provided, published or manufactured by Third parties are provided "as is". NobleTec LLC is not liable for any claims related to Third party warranties. \*\*\*\*By placing order you agree with NobleTec LLC 30-day return policy and that no product return/exchange can be made after 30 days. \*\*Limitation of Remedies and Damages: \*\*Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the IT Product(s). Selection of whether to correct or replace shall be solely at the discretion of NobleTec LLC. NobleTec LLC reserves the right to substitute a functionally equivalent copy of the IT Product as a replacement. If NobleTec LLC is unable to provide a replacement or substitute IT Product or correction to the IT Product, your sole alternate remedy shall be a refund of the purchase price of the IT Product. Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures, or humidity, improper installation, or damage determined by NobleTec LLC to have been caused by you. All warranties of the IT Product are granted only to you and are non-transferable. You agree to indemnify and hold NobleTec LLC harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and /or acts or omissions. \*\*



## NobleTec LLC

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

Name: Kathy Koce

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

Date: 10/25/2024

## Kendall County

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

Name: Luke Prisco

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



## Here is your requested quote Axis Cameras HHS 2024

Quote# C021281v1

Prepared For:

**Kendall County**

Attn: Luke Prisco

Prepared By:  
Mark Rhodes  
**NobleTec LLC**

## Product

DESCRIPTION		PRICE	QTY	EXT. PRICE
02633-001	<b>Indoor: AXIS P3735-PLE Panoramic Camera, 2 AI-powered 4x2 MP multidirectional camera</b>	\$1,275.65	1	\$1,275.65
02327-001	<b>Indoor: AXIS P3265-LV Dome Camera , Indoor 2 MP dome with IR and deep learning</b>	\$543.79	2	\$1,087.58
02450-001	<b>Outdoor: AXIS P3827-PVE Panoramic Camera, True to life, 180° coverage, no blind spots</b>	\$1,275.65	4	\$5,102.60
NTSERVICES	<b>NobleTec Professional Services - Configure &amp; Test Axis Video Surveillance solution</b>	\$1,028.57	1	\$1,028.57
CABLING	<b>Cabling Scope of Work: Furnish and install cabling for (4) outdoor cameras, Furnish and install cabling for (3) indoor cameras, Add conduit as needed, Terminate and test cables, Install and focus cameras.</b>	\$8,150.00	1	\$8,150.00
Subtotal:				<b>\$16,644.40</b>



# Axis Cameras HHS 2024

**Prepared by:**  
**NobleTec LLC**  
Mark Rhodes  
(630) 576-9088  
mark.rhodes@nobletecllc.com

**Prepared for:**  
**Kendall County**  
804 W. John St. Suite B  
Yorkville, IL 60560  
Luke Prisco  
(630) 385-3001  
lprisco@kendallcountyil.gov

**Quote Information:**  
**C021281**  
Version: 1  
Delivery Date: 10/25/2024  
Expiration Date: 10/31/2024

## Quote Summary

DESCRIPTION	AMOUNT
Product	\$16,644.40
Total:	<b>\$16,644.40</b>

## Payment Options

DESCRIPTION	PAYMENTS	INTERVAL	AMOUNT
Term Options			
Full Product Payment	1	One-Time	\$16,644.40

Taxes and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Hardware: \*\*Due to extreme stocking and material constraints from the manufacturer, all pricing and availability are subject to change at time of purchase. \*\*Software / Licensing / Renewals: \*\*All pricing, availability, and special offers are subject to change from the manufacturer at time of purchase. \*\* Credit Card Orders over \$1,000.00 may incur 3% credit card processing surcharge. \*\*Returns and Exchanges: \*\* NobleTec LLC will provide any manufacturer's and/or publisher's written warranties associated with third party products purchased from NobleTec LLC to you. Products provided, published or manufactured by Third parties are provided "as is". NobleTec LLC is not liable for any claims related to Third party warranties. \*\*\*\*By placing order you agree with NobleTec LLC 30-day return policy and that no product return/exchange can be made after 30 days. \*\*Limitation of Remedies and Damages: \*\*Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the IT Product(s). Selection of whether to correct or replace shall be solely at the discretion of NobleTec LLC. NobleTec LLC reserves the right to substitute a functionally equivalent copy of the IT Product as a replacement. If NobleTec LLC is unable to provide a replacement or substitute IT Product or correction to the IT Product, your sole alternate remedy shall be a refund of the purchase price of the IT Product. Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures, or humidity, improper installation, or damage determined by NobleTec LLC to have been caused by you. All warranties of the IT Product are granted only to you and are non-transferable. You agree to indemnify and hold NobleTec LLC harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and /or acts or omissions. \*\*





NobleTec LLC

Signature:

A handwritten signature in black ink, appearing to read "Mark Rhodes", written over a light gray rectangular background.

Name:

Mark Rhodes

Title:

Director of Sales Engineering

Date:

10/25/2024

Kendall County

Signature:

Name:

Luke Prisco

Date:



Here is your requested quote  
Axis Camera Shared Recording Server

Quote# C021282v1

Prepared For:

**Kendall County**

Attn: Luke Prisco

Prepared By:  
Mark Rhodes  
**NobleTec LLC**

## Product

DESCRIPTION	PRICE	QTY	EXT. PRICE
01582-004 <b>AXIS Camera Station S2216 Appliance - 8 TB HDD - Video Storage Appliance - HDMI - TAA Compliant</b>	\$3,488.25	1	\$3,488.25

### Cost Allocation Notes

The server will host cameras from the following departments

Animal Control                      3 Cameras

Health & Human services        7 Cameras

Suggested Cost Allocation:

30% to Animal Control

70% to Health & Human Services

MS225-48FP-HW	<b>Meraki MS225-48FP Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 3 Layer Supported - Modular - 882 W Power Consumption - Twisted Pair, Optical Fiber - 1U High - Rack-mountable, Desktop - Li</b>	\$3,325.00	2	\$6,650.00
LIC-MS225-48FP-3YR	<b>Meraki Enterprise With 3 Years Enterprise Support - Subscription License - 1 Switch - 3 Year - Cisco Meraki Cloud Managed MS225-48FP - Switch - 48 Ports - Subscription License 1 Switch - 3 Year License Validation Period</b>	\$635.00	2	\$1,270.00

Subtotal: **\$11,408.25**



# Axis Camera Shared Recording Server

**Prepared by:**

**NobleTec LLC**

Mark Rhodes  
(630) 576-9088  
mark.rhodes@nobleteclic.com

**Prepared for:**

**Kendall County**

804 W. John St. Suite B  
Yorkville, IL 60560  
Luke Prisco  
(630) 385-3001  
lprisco@kendallcountyil.gov

**Quote Information:**

**C021282**

Version: 1  
Delivery Date: 10/25/2024  
Expiration Date: 10/31/2024

## Quote Summary

DESCRIPTION	AMOUNT
Product	\$11,408.25
Total:	<b>\$11,408.25</b>

## Payment Options

DESCRIPTION	PAYMENTS	INTERVAL	AMOUNT
Term Options			
Full Product Payment	1	One-Time	\$11,408.25

Taxes and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Hardware: \*\*Due to extreme stocking and material constraints from the manufacturer, all pricing and availability are subject to change at time of purchase. \*\*Software / Licensing / Renewals: \*\*All pricing, availability, and special offers are subject to change from the manufacturer at time of purchase. \*\* Credit Card Orders over \$1,000.00 may incur 3% credit card processing surcharge. \*\*Returns and Exchanges: \*\* NobleTec LLC will provide any manufacturer's and/or publisher's written warranties associated with third party products purchased from NobleTec LLC to you. Products provided, published or manufactured by Third parties are provided "as is". NobleTec LLC is not liable for any claims related to Third party warranties. \*\*\*\*By placing order you agree with NobleTec LLC 30-day return policy and that no product return/exchange can be made after 30 days. \*\*Limitation of Remedies and Damages: \*\*Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the IT Product(s). Selection of whether to correct or replace shall be solely at the discretion of NobleTec LLC. NobleTec LLC reserves the right to substitute a functionally equivalent copy of the IT Product as a replacement. If NobleTec LLC is unable to provide a replacement or substitute IT Product or correction to the IT Product, your sole alternate remedy shall be a refund of the purchase price of the IT Product. Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures, or humidity, improper installation, or damage determined by NobleTec LLC to have been caused by you. All warranties of the IT Product are granted only to you and are non-transferable. You agree to indemnify and hold NobleTec LLC harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and /or acts or omissions. \*\*



NobleTec LLC

Signature:

A handwritten signature in black ink, appearing to read "Mark Rhodes", written over a light gray rectangular background.

Name:

Mark Rhodes

Title:

Director of Sales Engineering

Date:

10/25/2024

Kendall County

Signature:

Name:

Luke Prisco

Date:



## Kendall County Agenda Briefing

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**Meeting Type:** County Board  
**Meeting Date:** 11/19/2024  
**Subject:** Stipend for Jennifer Breault, Finance & Budget  
**Prepared by:** Latreese Caldwell, Deputy County Administrator  
**Department:** Administration

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### Action Requested:

Approval of Accounts Payable stipend in the amount of \$1,000 a month, effective retroactively to September 12, 2024.

### Board/Committee Review:

Committee of the Whole 11/14/24

### Fiscal impact:

FY24 Impact: \$3,000 (September, October, November).

FY25 Annual Impact: \$1,000 month until Financial Analyst is hired. \$60,000 annual Financial Analyst Salary is budgeted for FY25.

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### Background and Discussion:

The accounts payable function was previously housed in the County Clerk's Office. A change in staffing presented the opportunity for Administration to assume the accounts payable duties as the County continues to build a finance division.

Jennifer Breault has taken on the additional duties of Financial Analyst - Accounts Payable in addition to her duties in preparing the Annual Budget, documenting Budget Revisions, accounting and preparing ARPA reports, and accounting for and securing additional funding for the Kendall Area Transit (KAT) Program as PCOM (Program Compliance Oversight Monitor).

### Staff Recommendation:

Approval of \$1,000 monthly stipend for Jennifer Breault until a Financial Analyst is hired.



**Attachments:**

none



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 11/19/2024

**Subject:** Approval of a Resolution extending the term of CKCC, and reappointing members

**Prepared by:** Christina Burns, County Administrator

**Department:** Administration

---

### **Action Requested:**

Approval of a Resolution Extending the Term of Connect Kendall County to November 30, 2026, and reappointing nine members.

### **Board/Committee Review:**

Establishment of the Connect Kendall County Commission, Feb. 7, 2023 Board meeting

Discussion of extending CKCC to Nov. 30, 2026, Nov. 14, 2024 Committee of the Whole

### **Fiscal impact:**

NA

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### **Background and Discussion:**

The County Board established the Connect Kendall County Commission and appointed 10 members to guide the Board on addressing the number of locations without access to quality broadband in the County. The Commission issued an RFP for a development partner and selected Pivot Tech. In collaboration with Pivot Tech, the County received \$15 million in grant funding to build a fiber network in the County, providing improved connectivity to unserved and underserved areas, community anchor institutions and expanding broadband options in the County. We are working through development agreements with Pivot Tech. CKCC continues to have a role in providing input into the agreements. Once the project is underway, CKCC will have a formalized role in receiving reports from the Fox Fiber non-profit company and advising the County Board on contract compliance.

The commission currently has 9 members. Staff recommends renewing the Commission with nine members to ensure quorum, and reappointment nine members based on their desire to continue with the commission. Members include:

- County Board: Zach Bachmann, Ruben Rodriguez, Seth Wormley
- Other members: Shelley Augustine, Yorkville Public Library; Jackie Kowalski, Village of Millbrook; Jason Langston, Kendall County Sheriff's Office; James Marter II,

community member; Raphael Obafemi, District 308; and Joe Renzetti, Village of Oswego.

**Staff Recommendation:**

Approval of the resolution and reappointment of eight members to CKCC.

**Attachments:**

Draft Resolution

**COUNTY OF KENDALL  
RESOLUTION 2024-\_\_\_\_\_**

**A RESOLUTION EXTENDING THE TERM OF  
THE CONNECT KENDALL COUNTY COMMISSION (CKCC)**

**WHEREAS**, the Kendall County Board Rules of Order Section XI Special Committees governs the creation of Special Committees of the Kendall County Board; and

**WHEREAS**, the Kendall County Board is determined to provide high speed connectivity to all residents; and

**WHEREAS**, on February 7, 2023, the Kendall County Board adopted Resolution 2023-07 creating the Connect Kendall County Commission, tasked with solving the broadband issues in Kendall County; and

**WHEREAS**, according to Resolution 2023-07, the Connect Kendall County Commission shall expire on November 30, 2024; and

**WHEREAS**, the State of Illinois Broadband Office has granted \$15 million to Kendall County to connect unserved and underserved locations within the County; and

**WHEREAS**, the County Board continues to need project oversight and input from individuals knowledgeable in technology deployment and advancement within the County; and

**WHEREAS**, continuing the term of the Connect Kendall County Commission is in the best interest of the citizens.

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

1. The Connect Kendall County Commission (CKCC), as created by Resolution 2023-07, shall be extended.
2. The Connect Kendall County Commission (CKCC) shall expire on November 30<sup>th</sup>, 2026.
3. The Connect Kendall County Commission (CKCC) shall be composed of a total of 9 members appointed by the Kendall County Board Chairman, with the consent of the County Board, including:
  - a. 3 County Board Members. One of the County Board Members shall be the chair and one shall be the vice chair of the CKCC.
  - b. 6 IT Professionals, Business Leaders or Government Officials from the Community.

**IN WITNESS OF**, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 19th day of November 2024.

Attest:

\_\_\_\_\_  
Kendall County Clerk  
Debbie Gillette

\_\_\_\_\_  
Kendall County Board Chairman  
Matt Kellogg

Illinois School Code (105 ILCS 5/3-15) requires the Regional Office of Education to provide a list of employees to the county board for approval. Below is the list as of November 1, 2024.

<b>Name</b>	<b>Position/funding</b>
Guilinger, Mary	County/Grant Employee
Mallaney, Kathleen	County/Grant Employee
Thatcher, Bethany	County/Grant Employee
Childs, Jennifer	Finance Department-grant paid
Wills, Terese	Finance Department-grant paid
Redgate-Offhaus, Rhonda	McKinney Vento-grant paid
Oberbroeckling, Danielle	Outdoor Ed-Consortium paid
Bertino, Nicholas	Premier Staff-grant paid
Holladay, Heather	Premier Staff-grant paid
Janeczek, Kristine	Premier Staff-grant paid
Lindemuth, Samantha	Premier Staff-grant paid
Martin, Meghan	Premier Staff-grant paid
Meents, Kristi	Premier Staff-grant paid
O'Connell, Jennifer	Premier Staff-grant paid
Pedraza, Dianna	Premier Staff-grant paid
Riccolo, Peter	Premier Staff-grant paid
Peten, Marlisha	Premier Staff-grant paid
Terry, Jaclyn	Premier Staff-grant paid
Vitko, Lauren	Premier Staff-grant paid
Wallace, Alaina	Premier Staff-grant paid
Elleby, Kim	Truancy Staff-grant paid
Griffin, Sinatra	Truancy Staff-grant paid
Jusufi, Agime	Truancy Staff-grant paid
Thompson, Sheila	Truancy Staff-grant paid
Wolfe, Rick	Truancy Staff-grant paid
Carmichael, Carmellia	WIOA-grant paid
Stransky, Laura	WIOA-grant paid

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**HEALTH AND HUMAN SERVICES FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund, Health and Human Services Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Salaries	<u>\$1,511,000</u>
Total	<u>\$1,511,000</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION FIVE HUNDRED ELEVEN THOUSAND DOLLARS (\$ 1,511,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025, inclusive.

\_\_\_\_\_  
Finance Committee Chairman

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member



**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**HEALTH AND HUMAN SERVICES FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, HEALTH AND HUMAN SERVICES DEPARTMENT FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building, Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION FIVE HUNDRED ELEVEN THOUSAND DOLLARS (\$1,511,000).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

---

Chairman of the Board

---

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**VETERAN’S ASSISTANCE COMMISSION FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund, Kendall County Veteran’s Assistance Commission Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to wit:

VAC	<u>\$ 519,287</u>
Total	<u>\$ 519,287</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of FIVE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS (\$519,287) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2024, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025 inclusive.

\_\_\_\_\_  
Finance Committee Chairman

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**VETERAN’S ASSISTANCE COMMISSION FUND LEVY**

(Continued)

RESOLUTION: TAX LEVY, VETERAN’S ASSISTANCE COMMISSION FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of FIVE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS (\$519,287).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

---

Chairman of the Board

---

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**TUBERCULOSIS FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation, for levy fund Tuberculosis Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to wit:

Tuberculosis Expenditures	<u>\$ 30,000</u>
---------------------------	------------------

Total	<u>\$ 30,000</u>
-------	------------------

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of THIRTY THOUSAND DOLLARS (\$30,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2024 in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025 inclusive.

\_\_\_\_\_  
Finance Committee Chairman

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member

\_\_\_\_\_  
Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**TUBERCULOSIS FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, TUBERCULOSIS FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of THIRTY THOUSAND DOLLARS (\$30,000).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

---

Chairman of the Board

---

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**LIABILITY INSURANCE FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Liability Insurance Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Insurance premiums and claims	<u>\$ 1,537,565</u>
 Total	 <u>\$ 1,537,565</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION FIVE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$1,537,565) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025, inclusive.

\_\_\_\_\_  
Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**LIABILITY INSURANCE FUND LEVY**  
**(Continued)**

RESOLUTION: TAX LEVY, LIABILITY INSURANCE FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION FIVE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$1,537,565).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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



**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**SOCIAL SECURITY FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Social Security Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Contribution to Social Security System	<u>\$ 1,200,001</u>
Total	<u>\$ 1,200,001</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION TWO HUNDRED THOUSAND AND ONE DOLLARS (\$ 1,200,001) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024 in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025 inclusive.

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Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**SOCIAL SECURITY FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, SOCIAL SECURITY FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024 that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION TWO HUNDRED THOUSAND AND ONE DOLLARS (\$ 1,200,001).

I, Debbie Gillette County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**ILLINOIS MUNICIPAL RETIREMENT FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Illinois Municipal Retirement Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Payments to Illinois Municipal Retirement System	<u>\$ 2,620,127</u>
Total	<u>\$ 2,620,127</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of TWO MILLION SIX HUNDRED TWENTY THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS (\$ 2,620,127) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025, inclusive.

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Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**ILLINOIS MUNICIPAL RETIREMENT FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, ILLINOIS MUNICIPAL RETIREMENT FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of TWO MILLION SIX HUNDRED TWENTY THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS (\$ 2,620,127).

I, Debbie Gillette County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**COUNTY BRIDGE FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund County Bridge Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Construction of Bridges /Bridge Program	<u>\$ 500,000</u>
Total	<u>\$ 500,000</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of FIVE HUNDRED THOUSAND DOLLARS (\$ 500,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025, inclusive.

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Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**COUNTY BRIDGE FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, COUNTY BRIDGE FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

I, Debbie Gillette County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**COUNTY HIGHWAY FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund County Highway Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Salaries	\$ 960,000
Equipment Maintenance	125,000
Gasoline & Oil	150,000
Building & Grounds Maintenance	100,000
Traffic Signal & Streetlights Maintenance	25,000
Road & Bridge Maintenance	50,000
Highway Maintenance Material	50,000
Sign Supplies	40,000
Total	\$ 1,500,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025, inclusive.

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Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member



**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**COUNTY HIGHWAY FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, COUNTY HIGHWAY FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000).

I, Debbie Gillette County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**EXTENSION EDUCATION FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Extension Education Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Payments to Kendall County	
Cooperative Extension	<u>\$ 197,863</u>
 Total	 <u>\$ 197,863</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$ 197,863) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025, inclusive.

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Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**EXTENSION EDUCATION FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, EXTENSION EDUCATION FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$ 197,863) .

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**SOCIAL SERVICES FOR SENIOR CITIZENS FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Social Services for Senior Citizens Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to-wit:

Payments to Other Agencies	<u>\$ 406,500</u>
Total	<u>\$406,500</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of FOUR HUNDRED SIX THOUSAND FIVE HUNDRED DOLLARS (\$406,500) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2024 in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025 inclusive.

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Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**SOCIAL SERVICES FOR SENIOR CITIZENS FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, SOCIAL SERVICES FOR SENIOR CITIZENS FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of FOUR HUNDRED SIX THOUSAND FIVE HUNDRED DOLLARS (\$406,500).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**COMMUNITY 708 MENTAL HEALTH FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund Community 708 Mental Health Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Contractual services:

Kendall County Health and Human Services	\$	868,753
Family Counseling Services		116,671
Open Door		28,719
Mutual Ground		22,437
Association for Individual Development		17,949
NAMI (National Alliance on Mental Illness)		17,949
Kendall County Problem Solving Court		11,667
Senior Services		8,975
Oswegoland Seniors		4,487
Other		500
Total	\$	1,098,107

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION NINETY-EIGHT THOUSAND ONE HUNDRED SEVEN DOLLARS (\$1,098,107) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2024 to November 30, 2025 inclusive.

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Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**COMMUNITY 708 MENTAL HEALTH FUND LEVY**

(Continued)

RESOLUTION: TAX LEVY, 708 MENTAL HEALTH FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County Office Building in Yorkville, Kendall County, Illinois, on the 19th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all taxable property within the County of Kendall the said sum of ONE MILLION NINETY-EIGHT THOUSAND ONE HUNDRED SEVEN DOLLARS (\$1,098,107).

I, Debbie Gillette, County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office Building in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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



**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**CORPORATE (GENERAL) FUND LEVY**

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for levy fund County General Fund purposes for the year December 1, 2024, to November 30, 2025, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Chief County Assessing Officer	Salaries	\$ 285,260
	Postage	20,000
	Publications	30,000
		335,260
Circuit Clerk	Salaries	816,500
	Contractual Services	75,000
		891,500
Coroner	Salaries	204,241
	Autopsies	20,000
		224,241
Administrative Services	Salaries	479,334
	Office Supplies	3,000
		482,334
County Clerk and Recorder	Salaries	163,544
Election Costs	Salaries	352,107
	Election Judges Per Diem	40,000
	Ballots	70,000
	Contractual Services	80,000
		542,107
County Treasurer	Salaries	408,619
Property Tax Services/Financial Software	Contractual Services	440,000
EMA Director	Salaries	98,230
	Telecommunications	1,000

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

		99,230
Facilities Management	Salaries	660,770
	Annual Contracts	350,000
		1,010,770
Utilities	Utilities	87,804
Jury Commission	Juror Per Diem	40,600
Circuit Court Judge	Statutory Expenses	50,000
Combined Court Services	Salaries	306,575
	Kane County Juvenile Det.	150,000
		456,575
Public Defender	Salaries	220,000
Educational Services Region	Salaries and Benefits	73,560
Planning, Building and Zoning	Salaries	80,715
	Consultants	20,000
		100,715
Sheriff	Salaries - Deputies	2,100,000
	Salaries - Chief/Commander	500,000
		2,600,000
Corrections	Salaries - Deputies	2,100,000
State's Attorney	Salaries	750,000
Technology Services	Salaries	569,440
	Computer Software & Hardware	250,000
	Copier Expense	60,000
		879,440
Kendall County Board	Salaries - Board Members	189,940
Board of Review	Salaries - Board Members	60,000

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

Transfer to HealthCare Fund	Health Care Expense	3,888,000
Human Resources	Salaries	248,510
	Total	<u>\$ 16,342,749</u>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of SIXTEEN MILLION THREE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS (\$16,342,749) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2024, in the manner as is provided for the fiscal year December 1, 2024 to November 30, 2025, inclusive.

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Finance Committee Chairman

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

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Finance Committee Member

**County of Kendall, Illinois**  
**TAX YEAR 2024 Levy Resolution**  
**RESOLUTION 2024**

**CORPORATE (GENERAL) FUND LEVY**  
(Continued)

RESOLUTION: TAX LEVY, GENERAL COUNTY FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County office Building in Yorkville, Kendall County, Illinois, on the 21th day of November A.D., 2024, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all property within the County of Kendall the said sum of SIXTEEN MILLION THREE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS (\$16,342,749).

I, Debbie Gillette County Clerk and Clerk of the County Board, In Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office in Yorkville on the 19th day of November A.D., 2024.

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Chairman of the Board

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



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 11/19/2024

**Subject:** Agreement Between Illinois Fraternal Order of Police Labor Council and Kendall County, Illinois and the Kendall County Sheriff for the Kendall County Sheriff's Office Full-Time Records Clerks Bargaining Unit effective December 1, 2024 through November 30, 2029

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

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**Action Requested:**

To approve the Agreement Between Illinois Fraternal Order of Police Labor Council and Kendall County, Illinois and the Kendall County Sheriff for the Kendall County Sheriff's Office Full-Time Records Clerks Bargaining Unit effective December 1, 2024, through November 30, 2029

**Board/Committee Review:**

None

**Fiscal impact:**

Proposed salary revisions will be included in the applicable fiscal year budget.

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**Background and Discussion:**

The attached proposed collective bargaining agreement is between the Illinois Fraternal Order of Police Labor Council, Kendall County, and the Kendall County Sheriff's Office for a successor agreement for the Full-Time Records Clerks bargaining unit. The proposed agreement is a five (5) year contract with annual salary increases as follows: \$4,300 (effective 12/1/2024), 3% (effective 12/1/2025), 3% (effective 12/1/2026), 3% (effective 12/1/2027), and 3% (effective 12/1/2028).

**Staff Recommendation:**

Approval of the Agreement Between Illinois Fraternal Order of Police Labor Council and Kendall County, Illinois and the Kendall County Sheriff for the Kendall County Sheriff's Office Full-Time Records Clerks Bargaining Unit effective December 1, 2024 through November 30, 2029

**Attachments:**

1. Agreement Between Illinois Fraternal Order of Police Labor Council and Kendall County, Illinois and the Kendall County Sheriff for the Kendall County Sheriff's Office Full-Time Records Clerks Bargaining Unit effective December 1, 2024 through November 30, 2029

**AGREEMENT**  
**BETWEEN**  
**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**  
**and**  
**KENDALL COUNTY, ILLINOIS**  
**and**  
**THE KENDALL COUNTY SHERIFF**  
**FOR**  
**KENDALL COUNTY SHERIFF'S OFFICE**

**BARGAINING UNIT**  
**[All Full-Time Records Clerks]**

**December 1, 2024- November 30, 2029**

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## **AGREEMENT**

This Agreement is made and entered into by and between the County of Kendall and the Kendall County Sheriff (hereinafter referred to as the “Employer”) and the Illinois Fraternal Order of Police Labor Council (hereinafter collectively referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Employer; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I** **RECOGNITION AND REPRESENTATION**

**Section 1.**     **Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time Records Clerk employed by the County of Kendall/Kendall County Sheriff’s Office but excluding all other employees employed by the County of Kendall/Kendall County Sheriff’s Office as well as supervisors, short-term employees, professionals, and , managerial and confidential employees as defined by the Illinois Public Labor Relations Act (“IPLRA”); and all other persons excluded from coverage by the IPLRA. The bargaining unit members shall be referred to as “members” in this Agreement.

### **ARTICLE II** **UNION RIGHTS & DUTIES**

**Section 1.**     **Dues Check Off.** During the term of this Agreement, the Employer will deduct Union dues from the paychecks of each member in the bargaining unit who has submitted a dues checkoff authorization in the form set forth in Exhibit 1 to this Agreement. Said dues shall

be deducted in equal installments from the first two (2) paychecks issued to such member during each month this Agreement is in effect.

The Union shall notify the County Treasurer or their designee by certified mail of the amount of uniform dues to be deducted. The Union may change the dues schedule once each year during the term of this Agreement by giving the Employer at least thirty (30) days advance written notice of the change. The Employer will promptly remit to the Union those dues, which are deducted from member paychecks under this Section upon receipt of invoice from the Union.

If a member has no earnings or insufficient earnings to cover the amount of the dues deducted, the Union shall be responsible for collection of dues. The Union agrees to refund to the member any amounts paid to the Union in error on account of this dues deduction provision.

**Section 2. Indemnification.** The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agencies and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written check-off authorization, certification or affidavit furnished under any of such provisions.

**Section 3. Union's Duty of Fair Representation.** The Union agrees to fulfill its duty to fairly represent all members in the bargaining unit. The Union further agrees to indemnify, defend and hold harmless the Employer and its officials, representatives and agents from any all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

**Section 4. Bulletin Board.** The Sheriff or his designee will make available space on a bulletin board for the posting of official Union notices. The bulletin board shall be used for

posting of Union notices and official Union business, provided the notices are non-political and non-inflammatory in nature.

If the Union desires to post any other information or material, the Union shall first submit a copy of same to the Sheriff or his designee for his approval. The Sheriff or his designee shall have the sole discretion to approve or disapprove of postings not included in the list above.

**Section 5.**     **Union Visits.** With prior notice to the Sheriff or his designee, authorized Union representatives may visit with bargaining unit members during non-working hours to discuss matters covered by this Agreement.

### **ARTICLE III** **MANAGEMENT RIGHTS**

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the members of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies, and all standards of service offered to the public by the Employer; to plan, direct, control, and determine all the operations and services of the Employer; to determine the places, means, methods, and number of personnel needed to carry out the Employer's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ members; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which operations are conducted; to determine whether goods or services are to be provided by members covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules, regulations, orders

and policies; to discipline, suspend and discharge members for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff members; to contract out for goods and services; to change or eliminate existing methods, equipment or facilities; and to evaluate performance and productivity and establish awards or sanctions for various levels of performance.

In the event of a civil emergency, which may include but is not limited to riots, civil disorders, tornado conditions, floods, or other emergencies as may be declared by the County Board or its designees, the Employer may take any and all actions as may be necessary to carry out the mission of the Employer, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing rights and powers by the Employer, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. The exercise by the Employer of, or its waiver of, or its failure to exercise its full rights on any matter or occasion shall not be binding on the Employer and shall not be the subject or basis of any grievance.

#### **ARTICLE IV** **LABOR-MANAGEMENT COMMITTEE**

At the request of the Union or the Employer, a Labor Management Committee may meet to discuss matters of mutual concern that do not involve negotiations. The Union shall designate up to three bargaining unit members to attend such meetings, and the Employer shall designate up to three Employer representatives to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of

the meeting. This Article shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Employer. If such a meeting is held during the regular working hours of any Union member on the Committee, that member shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the members involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

**Section 1.**     **Definition of a Grievance.** A grievance is defined as any unresolved difference between the Employer and the Union or any member regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

**Section 2.**     **Representation.** Grievances may be processed by the Union on behalf of a member or on behalf of a group of members. Grievances may be filed on behalf of two or more members only if the same facts, issues and requested remedy apply to all members in the group. Only the Union may advance grievances filed on behalf of a member or group of members beyond Step 3. The Union may initiate a grievance filed on behalf of a member or group of members at Step 2, provided the grievance involves issues which by nature are not capable of being settled at Step 1 of the grievance procedure or which would become moot due to the length of time necessary to exhaust Step 1 of the grievance procedure. The Employer may file contract grievances directly at Step 4 of this Article. Either Party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the member is entitled to Union representation at each and every step of the grievance procedure upon the member's request.



**Section 3.**     **Subject Matter.** Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grievant and the date.

**Section 4.**     **Time Limitations.** Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement.

**Section 5.**     **Grievance Processing.** No member or Union representative shall leave his or her work assignment to investigate, file or process grievances without first making mutual arrangements with the member's non-bargaining unit supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the member shall always perform his or her assigned work task and grieve his or her complaint later, unless the member reasonably believes that the assignment endangers the member's safety. All levels of the grievance steps can be delivered to the other party electronically, provided a return receipt is requested and received. If the grievance is delivered electronically, the grievance shall be considered received on the date the return receipt is received by the sending party.

**Section 6.**     **Grievance Meetings.** A maximum of two (2) members (the grievant and/or Union representative) per work shift shall be excused from work with pay to participate in a Step 1, Step 2 or Step 3 grievance meeting. The member(s) shall only be excused for the amount of time reasonably required to present the grievance. The member(s) shall not be paid for any time

during which a grievance meeting occurs outside of the member's work shift. In the event of a grievance, the member shall first perform the member's assigned work task and file his or her grievance later.

**Section 7.**     **Steps in Procedure.**     Disputes arising under this Agreement shall be resolved as follows:

**Step 1:**     Any member and/or Union representative who has a grievance shall submit the Step 1 grievance in writing to the member's immediate supervisor who shall be a supervisor that is not included in the bargaining unit. The Step 1 grievance must be submitted to the member's immediate supervisor within fifteen (15) business days of the day the member knew or should have known of the cause giving rise to the grievance. Within ten (10) business days after receipt of the Step 1 grievance, the immediate supervisor shall meet with the grievant and make a good faith attempt to resolve the grievance. The immediate supervisor shall respond in writing to the grievant within ten (10) business days following the Step 1 meeting.

**Step 2:**     If the grievance is not settled at Step 1, the grievance may be referred in writing to Step 2 within ten (10) business days after the grievant was notified of the supervisor's Step 1 response. If the Union initiates a grievance beginning at Step 2, the Step 2 grievance must be submitted in writing within fifteen (15) business days of the day the member knew or should have known of the cause giving rise to the grievance. The Step 2 grievance shall be submitted in writing to the Sheriff or the Sheriff's designee. Within ten (10) business days after receipt of the Step 2 grievance, the Sheriff or their designee and Chairman of the County Board Labor and Grievance Committee or their designee shall meet with the grievant to discuss the Step 2 grievance and make a good faith attempt to resolve the grievance. In the event the Kendall County Board Labor and Grievance Committee ceases to exist during the term of this Agreement, the Chairman of the County Board shall appoint one (1) County Board member to attend the Step 2 grievance hearing. The Sheriff or their designee and Chairman of the County Board Labor and Grievance Committee or their designee shall respond in writing to the grievant within ten (10) business days following the Step 2 meeting.

**Step 3:**     If the grievance is not settled at Step 2, the grievance may be referred in writing to Step 3 within ten (10) business days after the grievant was notified of the Step 2 decision. The Step 3 grievance shall be submitted in writing to the Sheriff or the Sheriff's designee. Within ten (10) business days after receipt of the Step 3 grievance, the Step 3 Grievance Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Step 3 Grievance

Committee shall consist of the Sheriff or their designee and two (2) members of the County Board appointed by the Chairman of the County Board. The Step 3 Grievance Committee shall respond in writing to the grievant and the Union within ten (10) business days following the Step 3 meeting.

**Step 4:**

If the grievance is not settled at Step 3, the grievance may be referred in writing to Step 4 arbitration within ten (10) business days after the grievant was notified of the Step 3 decision. Within ten (10) business days after the matter has been submitted to Step 4, a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his or her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Yorkville, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs.

Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the member or members involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract

from the provisions of the Agreement unless specifically stated elsewhere in this Agreement.

**Section 8.**     **Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 8 shall be final and binding upon the Employer, the Union and the members covered by this Agreement.

**Section 9.**     **Miscellaneous.** No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Employer unless and until the Employer has agreed thereto in writing.

**Section 10.**   **Exclusivity of Grievance Procedure.** The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

**Section 11.** **Business Day.** For purposes of this Article, a “business day” shall be any day, Monday through Friday, excluding County holidays.

**ARTICLE VI**  
**NO STRIKE-NO LOCKOUT**

**Section 1.** **No Strike.** During the term of this Agreement, neither the Union nor any officers, agents or members covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for, against or about wages, hours, or terms and conditions of employment, or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. No member covered by this Agreement shall refuse to cross any picket line, wherever established. Any or all members who violate this provision may be terminated or otherwise disciplined by the Employer as the Employer in its discretion deems appropriate. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each member who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 2.** **No Lockout.** The Employer will not lock out any members during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

**Section 3.**     **Judicial Restraint.** Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the Union or the Employer violates this Article.

**ARTICLE VII**  
**SENIORITY, LAYOFF AND RECALL**

**Section 1.**     **Definition of Seniority.** Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay, except as otherwise required by law.

**Section 2.**     **Probationary Period.** All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve months (12) of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for holidays and vacation. During an employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated without cause at the sole discretion of the Employer. No grievance shall be presented or entertained in connection with the discipline, suspension, layoff, or termination of a probationary employee. Upon successful completion of the probationary period, a member shall acquire seniority, which shall be retroactive to his last date of hire with the Employer in a position covered by this Agreement.

**Section 3.**     **Seniority List.** The Employer will post a seniority list no later than July 1 of each calendar year for inspection by the bargaining unit members. Disputes as to seniority listing shall be resolved through the grievance procedure. Prior to filing a grievance, the Union shall first attempt to resolve a dispute regarding the seniority list by notifying the Sheriff or his designee of the dispute within fourteen (14) calendar days after the seniority list has been posted.

The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing by the Union within fourteen (14) calendar days after the seniority list has been posted.

**Section 4.**     **Layoffs.** If the Employer in its discretion determines that a layoff of a member or members within a position classification is necessary, then the Employer will consider seniority, job performance, skill and ability when deciding which member or members to layoff. If job performance, skill and ability are equal between two (2) affected members, then the member with the most seniority shall be retained.

Non-probationary members who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one (1) year following the date of layoff. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. A member may only be recalled to the same or a lower paying job classification in the bargaining unit. If a member is recalled to a lower paying job classification, the member shall be compensated at the rate of pay applicable to such job classification.

The Employer shall not hire new members in bargaining unit positions from which members have been laid off as long as there are still eligible members on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of a member on the recall list to provide the Employer with an address to which a recall notice can be sent. Any member who declines a recall under this Section



or who fails to notify the Employer of his intent to return to work within seven (7) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights.

**Section 5. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the member:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Employer;
- e) fails to report for work within seventy-two (72) hours after the conclusion of an authorized leave of absence, absent extraordinary circumstances satisfactory to the Employer;
- f) is laid off and fails to notify the Employer of his intent to return to work within seven (7) calendar days after the Employer mailed his notice of recall;
- g) is laid off for a period in excess of one year;
- h) does not perform work for the Employer (except for military service or a proven work-related injury compensable under worker's compensation) for a period in excess of one year, unless the member remains on an approved unpaid leave of absence; or
- i) is absent for three (3) consecutive working days without notifying the Employer, absent extraordinary circumstances satisfactory to the Employer.

**Section 6. Seniority and Benefits While on Leave.** Members will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

## **ARTICLE VIII** **OVERTIME**

**Section 1.**     **Application of Article.** This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of a minimum number hours of work per day, per week, or per work cycle.

**Section 2.**     **Normal Workday.** The normal paid workday for members shall be seven and one-half (7 ½) hours. Members shall have the option of taking either a 30-minute unpaid lunch period or a 60-minute unpaid lunch period. Members shall declare whether they will be taking a 30-minute or 60-minute lunch period to the Sheriff or his designee upon execution of this Agreement. Members must then adhere to their declared lunch period, unless they provide the Sheriff or his designee with reasonable prior notice that they would like to deviate from their declared lunch period and the Sheriff or his designee approves the member's request. Such requests shall not be unreasonably denied.

With the approval of the supervisor, members covered by this Agreement shall be allowed flex time. This flex time allows the members to make up time before, or after their starting and finishing time. Flex time can be used in no more than one (1) hour increments, and the member must make up the time within the same work week that the flex time was taken. The member must give at least twenty-four (24) hours' notice of their request to use flex time. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Employer.

**Section 3.**     **Work Cycle.** The work cycle for members covered by this Agreement shall be seven (7) consecutive days (Saturday through Friday).

**Section 4.**     **Overtime Pay.** Members shall receive one and one-half times their wage rate for all time worked in excess of forty (40) hours per work cycle.

**Section 5.**     **Compensatory Time.** Overtime pay shall be in compensatory time off or money at the election of the member. Members may not accumulate more than forty (40) hours of compensatory time during any fiscal year. Any overtime in excess of forty (40) hours compensatory time shall be paid in cash. The election must be made weekly and turned in on the weekly time summary. Compensatory time must be taken within the fiscal year it is earned except that forty (40) hours may be carried over from year to year. Upon mutual agreement, the Employer may buy out the accumulated compensatory time of each member at the end of any fiscal year. The member must give twenty-four (24) hours' notice of their request for use of compensation time during the traditional workweek, Monday through Friday, such requests shall not be unreasonably denied.

## **ARTICLE IX** **LEAVES OF ABSENCE**

**Section 1.**     **Jury Leave.** Any member who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the member must be present for such jury service and on which the member would otherwise have been scheduled to work. The member shall submit a certificate evidencing that he/she appeared and served as a juror. The member shall remit any witness fees or jury service fees to the Employer in order to receive pay for such jury service. A member may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses.

**Section 2.**     **Military Leave.** Military Leave and benefits shall be granted in accordance with applicable state and federal law.

**Section 3.**     **Sick Leave.**

(A)     **Allowance.** It is the policy of Kendall County to provide protection for its full-time bargaining unit members against loss of income because of illness. All eligible members are

encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation period or holidays.

Any member contracting or incurring any non-service connected sickness or disability, which renders such member unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

**(B) Accumulation.** Sick leave will be granted at the rate of ninety (90) hours per year with accumulation prorated on a monthly basis. Sick leave may be accumulated from year-to-year to a maximum of nine hundred ninety (990) hours. Upon separation from employment for other than just cause, an member may request reimbursement of up to 25% of four hundred fifty (450) accumulated hours to be paid as part of the member's final compensation. Members who have been terminated for just cause shall not be paid out any accumulated sick leave.

**(C) Procedures.** No member will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation. Sick leave may be utilized by members when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. Pursuant to the Illinois Employee Sick Leave Act, each fiscal year, the member's ninety (90) hours of sick leave may be utilized for absences due to an illness, injury or medical appointment for the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. All leave for such purposes shall require specific prior approval of the Sheriff or his designee, such approval shall not be unreasonably denied. In the event of sick leave for any purpose, the Sheriff may require the certificate of a medical doctor giving information as to the

circumstances involved. A family member may give the appropriate notice required by this Section in the event the member is physically unable to request additional leave time.

**(D) Notification.** Notification of absence shall be given to an individual designated by the Sheriff as soon as possible on the first day of such absence, and every day thereafter (unless this requirement is waived by the Sheriff) but no later than 1 hour before the start of the member's work shift. When notifying the Employer of an absence under this Section, the member shall provide the Employer with accurate information concerning the reason why the member is unable to work. Failure to properly notify the Employer of an absence may subject the member to discipline, including treating the day as an absence without pay, an oral reprimand, a written reprimand, a suspension, or any other form of discipline. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Employer.

**(E) Proof of Illness/Medical Exam.** As a condition to eligibility for paid sick leave under this Section, the Employer may require, at its discretion, any member to submit a physician's certification of illness when the member has been off sick for two (2) consecutive workdays; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday, vacation day, or day off; or in such other circumstances as may be deemed appropriate by the Employer. The Employer also may require the member to provide a statement from a physician indicating that the member is physically able to return to work before a member may return to work.

The Employer may, at its discretion, require a member to submit to an examination by a physician designated by the Employer, at the Employer's expense.

**(F) Usage.** Sick leave shall be used in no less an increment than one (1) hour unless otherwise authorized by the Sheriff or his designee.

**(G) Abuse.** Abuse of sick leave is a serious matter and constitutes cause for disciplinary action. Any or all members who abuse any of the sick leave benefits or violate any of the provisions described in this Section shall be subject to discipline up to and including termination of employment. The Union shall join the Employer in making an effort to correct the abuse of sick leave whenever and wherever it may occur.

**(H) Personal Leave.** The parties agree that a member may use up to forty five (45) sick leave hours per year for personal leave. Such personal leave shall not be taken without the prior approval of the Sheriff or his designee. Approval will not be unreasonably denied. A member requesting personal leave must provide the Sheriff or his designee with 2 business days' notice, but a shorter notice period shall not prevent approval from being granted in extraordinary circumstances.

**Section 4. Funeral Leave.** In the event of a death in the immediate family of an member, the member shall be granted up to twenty two and a half (22.5) consecutive paid hours as paid funeral leave if the member attends the funeral or a memorial service in lieu of a funeral. The member shall receive the compensation at the member's normal rate of pay. For purposes of this Section only, a member's immediate family shall include a member's current spouse, mother, father, child, grandchild, brother, sister, grandmother, grandfather, and spouse's relatives of the same degree of blood relationship.

Leave beyond such 22.5 paid hours of funeral leave may, upon approval of the Sheriff or his designee, be taken if charged to a member's accumulated personal hours, vacation or compensatory time.

Pursuant to the Illinois Child Bereavement Leave Act, eligible employees (as defined by the Illinois Child Bereavement Leave Act) who suffer the loss of a child (as defined by the Illinois

Child Bereavement Leave Act) may use up to a maximum of ten (10) work days of unpaid bereavement leave to (1) attend the funeral or alternative to a funeral of the child; (2) make arrangements necessitated by the death of the child; or (3) grieve the death of the child. If an employee suffers the loss of more than one child in a 12 month period, the employee may be eligible for up to a maximum of six (6) weeks of child bereavement leave during that 12 month period. If the employee has already exhausted all of their FMLA leave time, the employee shall not be eligible for child bereavement leave pursuant to this Section. Eligible employees must complete their child bereavement leave within sixty (60) calendar days after the date on which the employee receives notice of the child's death.

A member shall provide satisfactory evidence of the death of a member of their child and/or other member of their immediate family if so requested by the Employer.

**Section 5. Family Medical Leave Act.** The parties agree that the Employer shall comply with and may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

**Section 6. Non-Employment Elsewhere.** A leave of absence will not be granted to enable a member to try for or accept employment elsewhere or for self-employment. Any member who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Employer.

**Section 7. Special Leaves Without Pay.** A member may, upon written request to the Sheriff, be granted at the Employer's sole discretion a special unpaid leave of absence under such terms and conditions as the Employer may establish.

**Section 8. Personnel Files.** The parties agree that the Employer shall comply with the Personnel Records Review Act, 820 ILCS 40/1 *et seq.* Any dispute concerning the interpretation



and application of this section shall be processed through the manner set forth by the Personnel Records Review Act rather than through the grievance procedure set forth in this Agreement.

## **ARTICLE X** **VACATIONS**

### **Section 1.**     **Vacation Leave.**

All full-time bargaining unit members shall earn vacation time. Members on leave of absence or layoff shall not accrue vacation time. Eligible members shall earn vacation time in accordance with the following schedule:

0-5 Years of Service –	75 paid vacation hours
6-10 Years of Service –	112.5 paid vacation hours
11-19 Years of Service –	150 paid vacation hours
20 or More Years of Service –	187.5 paid vacation hours

Vacation hours shall not be accumulated. Upon separation, unused vacation hours shall be prorated.

Members may take vacation leave in one-hour increments provided that: (1) the member gives 24 hour notice of such request to the Sheriff or his designee; and (2) the Sheriff or his designee approves the request.

**Section 2.**     **Vacation Pay.** All vacation leave will be paid for at the regular hourly rate for full-time bargaining unit Records Clerks.

**Section 3.**     **Vacation Requests.** Except for an occasional day that is taken as vacation leave, all members must submit, in writing, to the Sheriff or his designee, a schedule of desired vacation prior to November 1st of each year. Conflicts in scheduling will be resolved in favor of the most senior member. (A member may, for legitimate reason, request a change in his/her previously approved vacation schedule after December 1, and such a request shall not be arbitrarily

and capriciously denied by the Sheriff). At least forty-eight (48) hours' notice shall be given for vacation leave in an increment of 7.5 hours or less. To accommodate the one (1) day request and for reasonable cause, the Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the Office to do so.

## **ARTICLE XI** **HOLIDAYS**

### **Section 1.     Paid Holidays.**

All bargaining unit members shall receive holiday pay for fourteen (14) holidays. The County Board will declare when the present holidays are to be celebrated. To be eligible the member must work the day before and after the holiday, or be on some kind of pre-approved time off on the day before and after the holiday.

Holiday pay shall be seven and one-half (7 ½) hours straight time pay computed at the Records Clerk's base rate of pay. The parties acknowledge that the Circuit Judge has the right to set a greater number of court holidays for judicial employees, including the Circuit Clerk, and that the authority of the Circuit Judge cannot be limited by this Agreement.

**Section 2.     Working on Holidays.** Members scheduled to work on a holiday shall be paid time and one-half for actual hours worked plus holiday pay.

**Section 3.     Using Compensatory Time for Holidays.** When a member is required to work a County designated holiday, the member can choose pay or compensatory time for the actual hours worked. If the member elects to take compensatory time in lieu of pay, the compensatory time election cannot exceed the maximum number of accumulated compensatory time accrual outlined in Article VIII, Section 5 of this Agreement.

## **ARTICLE XII** **SALARIES**

Members employed on the date that this Agreement is executed by all parties shall receive the following increases to their current salaries effective on the dates set forth below:

<b>Effective 12/1/2024</b>	<b>Effective 12/1/2025</b>	<b>Effective 12/1/2026</b>	<b>Effective 12/1/2027</b>	<b>Effective 12/1/2028</b>
\$4,300.00	3.0%	3.0%	3.0%	3.0%

Starting salary for newly hired records clerks will be no less than \$36,000.00 (effective December 1, 2024); no less than \$36,990 (effective December 1, 2027); no less than \$38,099.70 (effective December 1, 2028). Upon December 1<sup>st</sup> of each fiscal year of this contract, any member covered under this Agreement who is hired after ratification of this Agreement, shall be eligible for the same base salary increase(s) as the members set forth above.

A member shall be paid an additional \$0.05 per hour for each year of service actually completed as a full-time Kendall County Clerk, beginning on the member's ten year anniversary date. (E.g., a member who has actually completed 10 years of service will begin receiving an additional \$0.05 per hour, for each year of actual completed service, in the total amount of \$0.50 per hour.)

Members who are on the active payroll of the Employer on the effective date of this Agreement and who were employed during any applicable time period will receive pay retroactive to the dates set forth above.

## **ARTICLE XIII** **INSURANCE**

### **Section 1. Insurance**

The current coverage provided for life, accidental death and dismemberment, and dental insurance shall remain in full force and effect during the length of the contract, provided the

Employer reserves the right to change carriers or self-insure so long as the level of benefit for deductible, co-insurance, and annual out-of-pocket and coverage maximums remains substantially similar.

The Employer will provide a core high deductible health plan with health savings account (hereinafter “Core HDHP-HSA”). The Core HDHP-HSA benefit levels will be as follows for the January 1, 2020 plan year:

- Deductibles: \$1,500 single, \$3000 family;
- Coinsurance: 100% in network, 80% out of network;
- Out of pocket: \$3000 single, \$6,000 family;
- Physician Services after deductible: 100% in network, 80% out of network;
- Inpatient Hospital after deductible: 100% in network, 80% out of network;
- ER room 90% after deductible;
- Prescriptions after deductible: 80%

In subsequent plan years, the Employer reserves the right to change insurance carriers, fully insure, or self-insure, and to change benefit levels of the Core HDHP-HSA plan as long as the coverage and benefits of the Core HDHP-HSA remain substantially similar.

In the event the Core HDHP-HSA is cancelled through no fault of the Employer, the Employer agrees to provide at least the same premium dollar it is providing now in replacing the Insurance plan.

The parties also agree the Employer may choose to discontinue the current HMO plan for the 2020 plan year and/or subsequent plan years. If the Employer discontinues the current HMO, the Employer will provide a minimum of one alternative health plan option such as a HMO (health maintenance organization), PPO (preferred provider organization), HDHP (high deductible health plan) or EPO (exclusive provider organization). Each plan year, the Employer may offer new alternative health plans or eliminate any alternative health plan.

The Employer and the Union, by mutual consent, may establish a committee to recommend a health care plan to the County for adoption in the effort to reduce rising health care costs.

**Section 2. Premium Allocations**

A) Premium Allocation for Dental and Current Term Life

The Employer will pay one hundred percent (100%) of the single premium or single premium equivalent for dental coverage and one hundred percent (100%) of the current term life insurance for the member. If a member elects family dental coverage, the member shall pay fifty percent (50%) of the difference between the family premium or premium equivalent amount less the Employer's percentage share of the single premium or premium equivalent.

B) Premium Allocation for Single Health Plans

The Employer's obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be eighty percent (80%). The Employer will also contribute \$1500 to a member's health savings account payable on January 1 of each year for members enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a member's health savings account will be prorated for members enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the member's health savings account upon the member's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the single premium or single premium equivalent for members enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for members enrolled in the single Core HDHP-HSA. However, the enrolled member shall pay a minimum of \$15 per paycheck for single premium or single premium

equivalent. Members not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

C) Premium Allocation for Family Health Plans

If a member elects Core HDHP-HSA family coverage, the member shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's eighty percent (80%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute \$3000 to a member's health savings account payable on January 1 of each year for members enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a member's health savings account will be prorated for members enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the member's health savings account upon the member's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the family premium or family premium equivalent for members enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for members enrolled in the family Core HDHP-HSA. However, the enrolled member shall pay a minimum of \$100 per paycheck for family premium or family premium equivalent. Members not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

### **Section 3. Wellness Program**

#### **A) Incentive for Members Enrolled in Single Health Plans**

By December 1 of each year, member must submit proof of completion of member's annual wellness screening/physical to the confidential third party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

The Employer's obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be ninety percent (90%). The Employer will also contribute \$1500 to a member's health savings account payable on January 1 of each year for members enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a member's health savings account will be prorated for members enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the member's health savings account upon the member's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the single premium or single premium equivalent for members enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for members enrolled in the single Core HDHP-HSA. However, the enrolled member shall pay a minimum of \$15 per paycheck for single premium or single premium equivalent. Members not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

#### **B) Incentive for Members Enrolled in Family Health Plans**

By December 1 of each year, member must submit proof of completion for both the member's annual wellness screening/physical and the member's spouse's (only if the member's spouse is covered by the Employer's health insurance plan) annual wellness screening/physical to



the confidential third party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

For members enrolled in Core HDHP-HSA family coverage, the member shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's ninety percent (90%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute \$3000 to a member's health savings account payable on January 1 of each year for members enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a member's health savings account will be prorated for members enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the member's health savings account upon the member's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the family premium or family premium equivalent for members enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for members enrolled in the family Core HDHP-HSA. However, the enrolled member shall pay a minimum of \$100 per paycheck for family premium or family premium equivalent. Members not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

#### **Section 4. Pensions**

Employer shall continue to contribute on behalf of the members to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

## **Section 5. Extent of Coverage**

Except as otherwise provided herein, the extent of coverage under the insurance policies or plans referred to in Section 1 shall be governed by the terms and conditions set forth in said policies or plans.

## **ARTICLE XIV** **MISCELLANEOUS**

**Section 1. Gender of Words.** The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

**Section 2. Ratification and Amendment.** This Agreement shall become effective when ratified by the Union and the Kendall County Board and approved by the Sheriff and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 3. Physical Examinations.** If there is any question concerning a member's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense, the member have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Employer.

**Section 4. Member Testing.** It is the policy of Kendall County and the Kendall County Sheriff's Office that the public has the absolute right to expect persons employed by the County in its Sheriff's Office will be free from the effects of drugs and alcohol. Accordingly, the Employer may require members to submit to a random urinalysis test and/or other appropriate drug testing at a time and place designated by the Employer or whenever in the opinion of the Sheriff or his designee, there is sufficient cause for such testing. In the event of testing for cause, the Employer shall provide the member with a written notice of the order setting forth the basis for

sufficient cause. In addition, the Employer may require a member to submit to alcohol or drug testing when a member is involved in an on-duty incident involving significant damage to County property or personal injury to anyone.

The Employer shall use only a clinical laboratory or hospital facility that is certified by SAMSHA. If the type of test administered allows a split sample, the member shall have the option to request that split sample be tested at another SAMSHA certified lab. Split sample testing shall be at the member's expense.

If a member tests positive as a result of a breathalyzer test administered by an outside entity pursuant to this Section, said member may, at their sole option, have the right to request an immediate confirmatory test administered by a certified breathalyzer operator at the Kendall County Sheriff's Office Corrections Division.

The test results shall be submitted to the Sheriff or his designee for appropriate action. The first time a non-probationary member tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the member, up to and including termination. If a member who has tested positive is not terminated, the Employer may require such member to submit to a random urinalysis or other appropriate drug tests during the 12-month period following the date any member tests positive in any test. Any such random tests shall occur at times and places designated by the Employer. In the event such a member tests positive again, just cause for dismissal shall exist.

Use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the member may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge. For purposes of this

Section, “under the influence of alcohol” shall be defined as a blood alcohol level of more than .02%.

Members are prohibited from consuming, possessing, selling, purchasing, or delivering any cannabis or cannabis-infused substances while on duty (except in the scope of the member’s authorized duties for the Employer) or while wearing any clothing or apparel that bears either the Employer’s insignia or the Employer’s name. Members are also prohibited from consuming and selling cannabis or cannabis-infused substances while off duty and from unlawfully possessing, unlawfully purchasing, or unlawfully delivering any cannabis or cannabis-infused substances while off duty. The Employer may not take adverse employment action against a member based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the member’s household.

The Employer shall continue to provide members access to a member assistance program (EAP) similar to that which exists on the effective date of this Agreement. The Employer will not take adverse employment action against a member solely because that member voluntarily requests treatment or counseling for an alcohol or drug problem, unless such request follows an order to be tested pursuant to the foregoing provisions.

An alleged violation of this Article shall be subject to the contractual grievance procedure, as set forth in Article V.

**Section 5.**     **Outside Employment.** Members shall not be employed by employers other than the Employer, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the prior written approval of the Sheriff. Members wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for the Employer,

shall apply in writing to the Sheriff for approval. In no event, however, shall any application for outside employment be approved if such outside employment would be in excess of twenty (20) hours per week. If outside employment, including self-employment, has previously been approved or permitted by the Employer, and if it later appears that such outside employment, including self-employment, may result in a conflict of interest or infringe on the ability of the member to do his job for the Employer, or increase the Employer's exposure to legal liability, prior approval for such outside employment may be revoked.

**Section 6.**     **Americans with Disabilities Act.** The parties agree that the Employer has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

**Section 7.**     **No Solicitation.** While the Employer acknowledges that the Union may be conducting solicitation of County merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions or donations on behalf of the Kendall County Board or the Kendall County Sheriff.

The Union agrees that the County or Sheriff's name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit members may not be done on work time or in work areas. Neither the Union nor the Illinois Fraternal Order of Police, nor its agents or representatives may use the words "Kendall County Sheriff" or "Kendall County" in its name or describe itself as such. The Union further agrees that any written or oral solicitation of County residents, citizens or merchants and businesses will include the words "This solicitation is not made on behalf of, nor do receipts go to the benefit of, the Kendall County Sheriff or Kendall County." The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union or the Illinois Fraternal Order

of Police directed to the general public, nor shall it limit the Employer's right to make public comments concerning solicitation.

**Section 8. Precedence of Agreement.** If there is any conflict between the specific provisions of this Agreement and the specific provisions of any County ordinance or the specific provisions contained in the Employer's Personnel Policy Handbook, which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

**Section 9. Education Reimbursement.** Full time members are eligible for a fifty percent (50%) reimbursement of tuition and books on educational or training course work. To qualify the member must seek approval in writing in advance from their Supervisor/Department Head and their committee chairperson.

The course work must be directly related to the member's job function (or proposed functions); be accomplished outside of working hours; from an accredited institution of learning; receive a passing grade; and not exceed one class per semester (or quarter). All paperwork in that regard should be submitted to the Office of Administrative Services for reimbursement. Correspondence course work and vocational schools will be considered if they are accredited or of a "good reputation."

If the educational or training course work is to meet the specific and current job description and is required by the Supervisor/Sheriff and the applicable Kendall County Board committee chairperson, then tuition and books will be reimbursed at one hundred percent (100%) from the member's department budget.

The total number of members receiving benefits will be subject to any budget limitations and anyone receiving educational reimbursement must agree to continue working for the Employer for six (6) months after each course or return the reimbursement.

**Section10.**    **Uniform Allowance.** The Employer will reimburse each member up to \$250.00 per calendar year for approved Kendall County Sheriff's Office and/or approved Kendall County logo apparel with the receipt of proof of purchase that calendar year, provided the member provides the receipt of proof of purchase of the clothing/equipment on or before October 1 of the year for which the member is requesting reimbursement.

#### **ARTICLE XV** **SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered unlawful, invalid or unenforceable.

#### **ARTICLE XVI** **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or



terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XVII**  
**DURATION AND TERM OF AGREEMENT**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of November, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_\_\_ day of November, 2024.

KENDALL COUNTY, ILLINOIS:

ILLINOIS F.O.P. LABOR COUNCIL:

By

\_\_\_\_\_  
Matt Kellogg, Chairman

By

KENDALL COUNTY SHERIFF:

\_\_\_\_\_  
Dwight Baird

**EXHIBIT 1**

**Dues Authorization Form**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCKTOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

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

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

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

-----  
**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704  
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

## **Memorandum of Understanding**

### **County of Kendall/Kendall County Sheriff (Full-Time Records Clerks)**

**This Memorandum of Understanding (MOU)** is hereby entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by the County of Kendall, Illinois and the Kendall County Sheriff Dwight Baird (collectively referred to as “Employer”) and the Illinois Fraternal Order of Police Labor Council and the Kendall County Sheriff’s Office Full-Time Records Clerks (collectively referred to as “Union”). The Employer and the Union shall hereinafter be collectively referred to as “the parties”.

**WHEREAS**, the Union is the sole and exclusive collective bargaining representative for the full-time Records Clerks employed by the County; and

**WHEREAS**, the Union and the County are parties to a collective bargaining agreement (CBA) with a current term of December 1, 2024 through November 30, 2029 (hereinafter referred to as the “2024 CBA”); and

**WHEREAS**, the parties’ prior CBA with a term of December 1, 2019 through November 30, 2024 (hereinafter referred to as “2019 CBA”) included a Memorandum of Understanding wherein the parties agreed that a civil process clerk stipend would be “grandfathered” to apply to one bargaining unit member Tonya Johnson (“Johnson”) for so long as Johnson continued to perform civil process clerk duties for the County during the duration of the 2019 CBA;

**NOW THEREFORE**, in consideration of the mutual covenants and understanding herein, the parties do agree as follows:

1. The Memorandum of Understanding set forth in the 2019 CBA is hereby eliminated effective December 1, 2024.
2. Pursuant to the terms of this MOU, the Employer and the Union agree to a one-time, non-precedential adjustment to Tonya Johnson’s base salary in the amount of three thousand dollars and zero cents (\$3,000.00) effective December 1, 2024, which shall occur prior to administration of the general wage increase for the first year of the parties’ 2024 CBA.
3. All provisions of the parties’ 2024 CBA will remain in full force and effect during the period of this MOU unless specifically modified by the provisions of this MOU.
4. This Agreement shall not constitute a precedent in which either party may cite in any subsequent negotiations or proceedings.

Executed this \_\_\_\_\_ day of November, 2024.

KENDALL COUNTY, ILLINOIS:

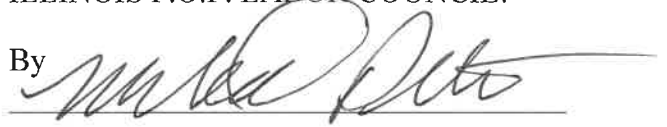
\_\_\_\_\_  
Matt Kellogg, Chairman

KENDALL COUNTY SHERIFF:

\_\_\_\_\_  
Dwight Baird

ILLINOIS F.O.P. LABOR COUNCIL:

By

\_\_\_\_\_  


By

\_\_\_\_\_  




## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 11/19/2024

**Subject:** Agreement Between Illinois Fraternal Order of Police Labor Council, Kendall County, Illinois and the Kendall County Sheriff for Kendall County Sheriff's Police Bargaining Unit (Corrections Deputies) effective December 1, 2024, through November 30, 2028

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

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### **Action Requested:**

To approve the Agreement Between Illinois Fraternal Order of Police Labor Council, Kendall County, Illinois and the Kendall County Sheriff for Kendall County Sheriff's Police Bargaining Unit (Corrections Deputies) effective December 1, 2024, through November 30, 2028

### **Board/Committee Review:**

None

### **Fiscal impact:**

Proposed salary revisions will be included in the applicable fiscal year budget.

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### **Background and Discussion:**

The attached proposed collective bargaining agreement is between the Illinois Fraternal Order of Police Labor Council, Kendall County, and the Kendall County Sheriff's Office for a successor agreement for the Corrections Deputies bargaining unit. The proposed agreement is a four (4) year contract with annual salary increases on the step schedule as follows: 5.5% (effective 12/1/2024), 3.5% (effective 12/1/2025), 3.5% (effective 12/1/2026), and 4% (effective 12/1/2027).

### **Staff Recommendation:**

Approval of the Agreement Between Illinois Fraternal Order of Police Labor Council, Kendall County, Illinois and the Kendall County Sheriff for the Kendall County Sheriff's Police Bargaining Unit (Corrections Deputies) effective December 1, 2024, through November 30, 2028

### **Attachments:**

1. Agreement Between Illinois Fraternal Order of Police Labor Council, Kendall County, Illinois and the Kendall County Sheriff for the Kendall County Sheriff's Police Bargaining Unit (Corrections Deputies) effective December 1, 2024, through November 30, 2028

AGREEMENT  
BETWEEN  
COUNTY OF KENDALL AND  
KENDALL COUNTY SHERIFF  
AND  
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
FOR  
KENDALL COUNTY SHERIFF'S POLICE  
BARGAINING UNIT  
[CORRECTIONAL DEPUTIES]  
DECEMBER 1, 2024 – NOVEMBER 30, 2028



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## PREAMBLE

This Agreement is entered into by the County of Kendall, a body politic, and Sheriff of Kendall County, hereinafter referred to as the Employer, and the Illinois F.O.P. Labor Council, hereinafter referred to as the Council.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council representing the deputies in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## ARTICLE I RECOGNITION

Section 1.     Unit Description. The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all full-time sworn correctional deputies in the bargaining unit. The bargaining unit shall include: All full-time sworn correctional deputies below the rank of Sergeant (hereinafter referred to as "deputies" or "bargaining unit members") and excludes all other employees of the Kendall County Sheriff's Office.

Section 2.     Supervisors. Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency

situations and where such work is necessary to train a bargaining unit member. Such work by supervisors shall not cause any layoffs of the bargaining unit members.

Section 3. Part-Time Employees. The Employer may continue to use certified part-time employees or Deputies to perform bargaining unit work.

## ARTICLE II NON-DISCRIMINATION

Section 1. Equal Employment Opportunity. The Employer will continue to provide equal employment opportunity for all deputies, and develop and apply equal employment practices.

Section 2. Prohibition Against Discrimination. Both the Employer and the Council agree not to illegally discriminate against any deputy on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical disability, or sexual orientation.

Section 3. Council Membership or Activity. Neither the Employer nor the Council shall interfere with the right of deputies covered by this Agreement to become or not become members of the Council, and there shall be no discrimination against any such deputies because of lawful Council membership or non-membership activity or status.

Section 4. Use of Masculine Pronoun. The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

## ARTICLE III NEW CLASSIFICATIONS AND VACANCIES

Section 1. New Classifications. The Employer and Union may mutually agree to new classifications within the bargaining unit where the Employer finds it necessary to create a new job. If the Council and the Employer cannot agree on the new Classification, then they agree to

jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the Classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Council may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The 2nd step Grievance Committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- A. The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- B. Like positions with similar job content and responsibilities within the labor market generally;
- C. Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the resolution of the grievance.

If the decision of the 2nd step Grievance Committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

The Employer will post any new classifications for deputy sign-up. The Employer will fill new classifications from unit deputies based upon posted qualifications.

Section 2.    Vacancies.    Vacancies and promotions shall be created and filled in accordance with established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions. Promotions shall be filled by selecting from the top four (4) candidates tested by the Merit Commission at the time the vacancy becomes open.



ARTICLE IV  
MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire or promote from the Merit Commission eligibility list, transfer, schedule and assign deputies in positions and to create, combine, modify and eliminate positions within the County;
- D. To suspend, discharge and take other disciplinary action against deputies under the established work rules and regulations of the Sheriff's Office and the provisions of this Agreement;
- E. To lay off deputies;
- F. To maintain efficiency of County operations;
- G. To introduce new or improved methods or facilities,
- H. To change existing methods or facilities;
- I. To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- J. To determine the methods, means and personnel by which County operations are to be conducted:
  - (1) To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;
  - (2) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and to change or alter these after proper notice;
  - (3) To require compliance with regular written office rules and regulations, and to all general orders, special orders, official notices or memorandum issued

by the Sheriff on Office letterhead, memorandum, general or special order, or other identifiable Office documents;

- (4) To require proper notification of any part-time employment when acting in a police or security capacity or court-related capacity which necessitates the potential of acting under the color of law, and to set proper uniform and attire while serving in such function and to exercise authority to refuse to permit such employment when it appears to be a potential or actual conflict of interest or a negative reflection on the Kendall County Sheriff's Office;
  - (5) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet Office needs or requirements;
  - (6) To determine the proper utilization of Office vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;
  - (7) To retain the right to issue and/or assign any or all Office equipment and vehicles to deputies or other individuals as necessary and directed by the Sheriff; and
  - (8) To schedule overtime work as required in the manner most advantageous to the Office and in accordance with this Agreement.
- K. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

#### ARTICLE V SUBCONTRACTING

It is the general policy of the Employer to continue to utilize deputies to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

#### ARTICLE VI COUNCIL REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Grievance Processing. Reasonable time while on duty shall be permitted council representatives to assist bargaining unit members in the handling and processing of grievances without loss of pay so long as it does not interfere with the operations of the Employer.

Section 2. Council Negotiating Team. No more than two (2) bargaining unit members on pay status may participate on the Council negotiating team in negotiations with the Employer. The two (2) bargaining unit members may be excused from duty so long as it does not interfere with the operations of the Employer.

## ARTICLE VII DUES DEDUCTION

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from a deputy, the Employer shall deduct the amount of council dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues. Each deputy who on the effective date of this Agreement is a member of the Council, and each deputy who becomes a member after that date, shall maintain his membership in good standing in the Council during the term of this Agreement.

With respect to any deputy on whose behalf the Employer receives written authorization in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the deputy the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10<sup>th</sup>) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. Authorization for such deduction shall be irrevocable

unless revoked by written notice to the Employer and the Council during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to deputies covered by this Agreement.

Section 3. Indemnification. The Council shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved deputy.

#### ARTICLE VIII BILL OF RIGHTS

The provisions of the Police Officers Uniform Disciplinary Act, 50 ILCS 725/1, are incorporated herein and made a part of this Agreement. The Employer shall post a copy of the Bill of Rights on the bulletin board and/or make available a copy of the Bill of Rights to each member of the bargaining unit.

#### ARTICLE IX INDEMNIFICATION

Section 1. Employer Responsibility. The Employer shall be responsible for, hold deputies harmless from and pay for damages, except punitive damages, or monies which may be adjudged, assessed or otherwise levied against any deputy covered by this Agreement.

Section 2. Legal Representation. Deputies shall have legal representation by the Employer in any civil cause of action brought against a deputy resulting from or arising out of the performance of duties.

Section 3. Cooperation. Deputies shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4.     Applicability. The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the deputy is acting within the scope of his employment and where the deputy cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Intentional or willful acts of misconduct are not covered by this Agreement.

ARTICLE X  
NO STRIKE/NO LOCKOUT

Section 1.     No Strike/No Lockout Commitment. Neither the Council nor any deputy will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down or the concerted interference with the full faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Council nor any deputy shall refuse to cross any picket line, by whomever established.

Section 2.     Resumption of Operations. In the event of action prohibited by Section 1 above, the Council immediately shall disavow such action and request the deputies to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.     Council Liability. Upon the failure of the Council to comply with the provisions of Section 2 above, any agent or official of the Council who is a deputy covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4.     Discipline of Strikers. Any deputy who knowingly violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any deputy who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the

grievance procedure, except that the issue of whether a deputy in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 5.     No Lockout. The Employer shall not lock out any bargaining unit member during the term of this Agreement.

#### ARTICLE XI RESOLUTION OF IMPASSE

The parties agree to abide by the terms of 5 ILCS 315/14, as amended, to resolve impasses in any collective bargaining that may be entered into by the parties.

#### ARTICLE XII PERSONNEL FILES

Section 1.     Personnel Files. Inspection of personnel files by deputies shall be done in conformance with the Illinois Personnel Records Act, 820 ILCS 40/0.01. Deputies shall be given immediate notice by the Employer when a formal written warning or other disciplinary documentation is permanently placed in their personnel file.

#### ARTICLE XIII DISCIPLINE AND DISCHARGE

Section 1.     Discipline and Discharge. The parties recognize the principles of progressive and corrective discipline. Disciplinary action may be imposed for just cause only. Giving consideration to the severity of the infraction, reasonable disciplinary action shall include the following:

- A.     Oral reprimand;
- B.     Written reprimand;
- C.     Suspension (notice to be given in writing); and
- D.     Discharge.

Other reasonable conditions of continued employment may be required by the Employer after discipline has been imposed. The conditions must be reasonably related to the conduct disciplined for. Disciplinary action may be imposed on a deputy only for failing to fulfill his responsibilities as a deputy. Any disciplinary action or measure imposed upon a deputy may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand a deputy, it shall be done in a manner that will not embarrass the deputy before other employees or the Public.

Section 2. Investigatory Interviews. Where the Employer desires to conduct an investigatory interview of a deputy where the results of the interview might result in discipline, the Employer agrees to first inform the deputy that the deputy has a right to Council representation at such interview. If the deputy desires such Council representation, no interview shall take place without the presence of a Council representative. The role of the Council representative is limited to assisting the deputy, clarifying the facts and suggesting other deputies and other employees who may have knowledge of the facts. If a Council representative is not available within a reasonable time not to exceed twenty-four (24) hours, then the interview may proceed without Council representation.

Section 3. Predisciplinary Meeting. For discipline other than oral and written reprimands, prior to notifying the deputy of the contemplated discipline to be imposed, the Employer shall notify the local Council of the meeting and then shall meet with the deputy involved and inform the deputy of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The deputy shall be informed of his/her contract rights to Council representation and shall be entitled to such, if so requested by the deputy, and the deputy and Council representative shall be given the opportunity to rebut or clarify the



reasons for such discipline and further provided that a council representative shall be available within twenty-four (24) hours of notification. If the deputy does not request Council representation, a Council representative shall nevertheless be entitled to be present as a nonactive participant at any and all such meetings. If the deputy chooses to waive Council representation, then the predisciplinary meeting may commence immediately.

Section 4. Merit Commission. The Discipline and Discharge procedures of this Article, as well as the Grievance Procedures of Article XIV, shall be exclusive. The Merit Commission of Kendall County shall not be involved in the discipline and discharge or grievance procedures, however, the Merit Commission, or other similar Commission created by the County Board of Kendall County, shall continue to provide minimum standards for hiring and testing of new applicants, as well as minimum standards and testing as required in Article III, Section 2.

Section 5. Psychological Testing. A deputy may only be required to submit to psychological testing for just cause. If psychological testing shows a disability as defined by the Americans with Disabilities Act, then the Employer shall make reasonable accommodations so long as accommodation is not an undue hardship.

#### ARTICLE XIV DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as any unresolved difference between the Employer and the Council or any deputy regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2. Representation. Grievances may be processed by the Council on behalf of a deputy or on behalf of a group of deputies. Grievances may be filed on behalf of two or more deputies only if the same facts, issues and requested remedy apply to all deputies in the group.

Only the Council may advance grievances filed on behalf of a deputy or group of deputies beyond Step 3. The Council may initiate a grievance filed on behalf of a deputy or group of deputies at Step 2, provided the grievance involves issues which by nature are not capable of being settled at Step 1 of the grievance procedure or which would become moot due to the length of time necessary to exhaust Step 1 of the grievance procedure. The Employer may file contract grievances directly at Step 4 of this Article. Either Party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the deputy is entitled to Council representation at each and every step of the grievance procedure upon the deputy's request.

Section 3. Subject Matter. Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grievant, and the date.

Section 4. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement.

Section 5. Grievance Processing. No deputy or Council representative shall leave his or her work assignment to investigate, file or process grievances without first making mutual arrangements with the deputy's non-bargaining unit supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the deputy shall always perform his

or her assigned work task and grieve his or her complaint later, unless the deputy reasonably believes that the assignment endangers the deputy's safety.

Section 6.      Grievance Meetings. A maximum of two (2) deputies (the grievant and/or Council representative) per work shift shall be excused from work with pay to participate in a Step 1, Step 2 or Step 3 grievance meeting. The deputy(s) shall only be excused for the amount of time reasonably required to present the grievance. The deputy(s) shall not be paid for any time during which a grievance meeting occurs outside of the deputy's work shift. In the event of a grievance, the deputy shall first perform the deputy's assigned work task and file his or her grievance later.

Section 7.      Steps In Procedure. Disputes arising under this Agreement shall be resolved as follows:

Step 1: Any deputy and/or Council representative who has a grievance shall submit the Step 1 grievance in writing to the deputy's immediate supervisor who shall be a supervisor that is not included in the bargaining unit. The Step 1 grievance must be submitted to the deputy's immediate supervisor within fifteen (15) business days of the day the deputy knew or should have known of the cause giving rise to the grievance. Within ten (10) business days after receipt of the Step 1 grievance, the immediate supervisor shall meet with the grievant and make a good faith attempt to resolve the grievance. The immediate supervisor shall respond in writing to the grievant within ten (10) business days following the Step 1 meeting.

Step 2: If the grievance is not settled at Step 1, the grievance may be referred in writing to Step 2 within ten (10) business days after the grievant was notified of the supervisor's Step 1 response. If the Council initiates a grievance beginning at Step 2, the Step 2 grievance must be submitted in writing within fifteen (15) business days of the day the deputy knew or should have known of the cause giving rise to the grievance. The Step 2 grievance shall be submitted in writing to the Sheriff or the Sheriff's designee. Within ten (10) business days after receipt of the Step 2 grievance, the Sheriff or their designee and Chairman of the County Board Labor and Grievance Committee or their designee shall meet with the grievant to discuss the Step 2 grievance and make a good faith attempt to resolve the grievance. In the event the Kendall County Board Labor and Grievance Committee ceases to exist during the term of this Agreement, the Chairman of the County Board shall appoint one (1) County Board member to attend the Step 2 grievance hearing. The Sheriff or their designee and Chairman of the County Board Labor and Grievance Committee or their

designee shall respond in writing to the grievant within ten (10) business days following the Step 2 meeting.

Step 3: If the grievance is not settled at Step 2, the grievance may be referred in writing to Step 3 within ten (10) business days after the grievant was notified of the Step 2 decision. The Step 3 grievance shall be submitted in writing to the Sheriff or the Sheriff's designee. Within ten (10) business days after receipt of the Step 3 grievance, the Step 3 Grievance Committee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Step 3 Grievance Committee shall consist of the Sheriff or their designee and two (2) members of the County Board appointed by the Chairman of the County Board. The Step 3 Grievance Committee shall respond in writing to the grievant and the Council within ten (10) business days following the Step 3 meeting.

Step 4: If the grievance is not settled at Step 3, the grievance may be referred in writing to Step 4 arbitration within ten (10) business days after the grievant was notified of the Step 3 decision. Within ten (10) business days after the matter has been submitted to Step 4, a representative of the Employer and the Council shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Council. The Employer and the Council shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his or her selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Yorkville, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs.

Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award of the arbitrator shall be final and binding on the Employer, the Council and the deputy or deputies involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement unless specifically stated elsewhere in this Agreement.

#### ARTICLE XV SENIORITY

Section 1.     Definition of Seniority. As used herein, the terms County seniority, and Unit seniority shall refer to and be defined as the deputy's continuous length of service or employment in the County, or the bargaining unit, respectively. If the type of seniority is not specified, the reference shall be construed to be unit seniority, which shall be figured from the date of last hire within the unit. Deputies shall maintain their County seniority for the purposes of vacation and other benefit accrual related purposes, but will use Unit seniority for purposes of shift selection, vacation selection, layoff determination and all other circumstances where seniority is used competitively among deputies. The seniority date of deputies hired on the same date shall be determined by their position on the hiring list.

Section 2.     Probation Period. A deputy is a "probationary employee" for twelve (12) months after the deputy commences employment. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until the deputy has completed the deputy's probationary period. Upon the completion

of the deputy's probationary period, the deputy will acquire seniority from the deputy's date of hire.

Section 3. Seniority List. The Employer and Council have agreed upon the initial seniority list setting forth the present seniority dates for all deputies covered by this Agreement, which shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting deputies covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 4. Termination of Seniority. A deputy shall be terminated by the Employer and his seniority broken when he:

- A. Quits; or
- B. Is discharged for just cause; or
- C. Is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- D. Accepts gainful employment while on an approved leave of absence from the Sheriff's Office; or
- E. Is absent for three (3) consecutive scheduled work days without proper notification or authorization;
- F. Fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days; or
- G. Fails to return to work under the provisions of Article XIV after accepting recall; or
- H. Failure to return to work due to an on-the-job injury for a period of twenty-four (24) months or an off-the-job injury for a period of twelve (12) months.

Section 5. Seniority and Benefits While on Leave. Deputies will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

ARTICLE XVI  
LAYOFF

Section 1.     Layoff. In the event the Employer determines a layoff is necessary, deputies shall be laid off within each particular job classification in the inverse order of their seniority unless compliance with State or Federal law requires otherwise. The Employer agrees to inform the Council in writing not less than fourteen (14) days prior to such layoffs and to provide the Council with the names of all deputies to be laid off in such notice.

Section 2.     Layoff Order.

A.     Probationary employees, temporary and part-time employees shall be laid off first, then full-time deputies shall be laid off in inverse order of their seniority. Individual deputies shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

B.     In the event that it is necessary to lay off a ranking deputy either through abolition of the deputy's position, Office reorganization or otherwise, that ranking deputy may elect to return either to a lesser rank or to the position of correctional deputy by bumping a deputy with less seniority in the lower position. In such case, the ranking deputy shall be paid at the lower rate of pay for the position he assumes.

Section 3.     Recall. Deputies shall be recalled from layoff within each particular job classification according to their seniority. No new deputies at all shall be hired until all deputies on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible deputies shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all deputies eligible for



recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, deputies shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The deputy shall have five (5) working days thereafter to report to duty.

## ARTICLE XVII HOLIDAYS

Section 1. Paid Holidays. All deputies shall receive holiday pay for fourteen (14) holidays. The County Board will declare when the present holidays are to be celebrated. To be eligible, the deputy must work the day before and after the holiday, or be on some kind of pre-approved time off for their scheduled day of work before, during and after the holiday. If a deputy calls in sick on the day before, during and/or after the holiday but provides verification of illness from a medical provider to the Employer on or before the deputy's return to work, the absence will be considered pre-approved time off for the purpose of this Section only.

Holiday pay shall be eight (8) hours straight time pay computed at the deputy's base rate of pay. The parties acknowledge that the Circuit Judge has the right to set a greater number of court holidays for judicial employees, including the Circuit Clerk, and that the authority of the Circuit Judge cannot be limited by this Agreement.

Section 2. Working on Holidays. Deputies scheduled to work on a holiday shall be paid time and one-half for actual hours worked plus holiday pay. Deputies shall be paid time and one-half for working on the actual holiday rather than the date of the County Board assigned "observed" holiday.

Section 3. Using Compensatory Time for Holidays. Each deputy in the bargaining unit may elect to be compensated in holiday compensatory time for up to seven (7) holidays per year to extend vacation leave, or as a personal day, up to seven (7) days, at the option of the deputy. Compensatory time for holidays shall be eight (8) hours per day. Deputies may not earn or accrue

more hours of comp time in a fiscal year than allowed by Article XXI, Section 6. The request to use holiday compensatory time to extend vacation shall be made by the deputy at the time the deputy requests his or her vacation or personal days under the provisions of Article XVIII of this Agreement. Requests must be approved by the Sheriff or his designee and shall not be unreasonably denied.

## ARTICLE XVIII VACATIONS

Section 1.     Vacation Leave. All full-time bargaining unit members shall earn vacation time. Deputies on leave of absence or layoff shall not accrue vacation time. Eligible deputies shall earn vacation time in accordance with the following schedule:

0 – 5	Years of Service – 80 hours of vacation time
6 – 10	Years of Service – 120 hours of vacation time
11 – 19	Years of Service – 160 hours of vacation time
20 or more	Years of Service – 200 hours of vacation time

Vacation hours shall not be accumulated. Upon separation, unused vacation hours shall be prorated.

Section 2.     Vacation Pay. All vacation leave will be paid for at the regular annual rate for full-time bargaining unit members.

Section 3.     Vacation Requests. Except for an occasional day which is taken as vacation leave, all deputies must submit, in writing, to the County Sheriff or his designee, a schedule of desired vacation prior to November 1st of each new calendar year. Conflicts in scheduling will be resolved in favor of the most senior deputy. At least forty-eight (48) hours' notice shall be given for a one day's leave or less. However, the shift supervisor may waive this notice requirement if staffing is covered for the requested date and shift. To accommodate the request for one (1) day or less and for reasonable cause, the Sheriff shall have the right to alter any schedule if he deems

it to be for the best interest of the Office to do so. For vacation requests not selected prior to November 1st and of more than one day, deputies must give two (2) weeks notice of their intent to use vacation.

It is expressly understood that the final right to designate all vacation periods and the maximum number of deputies who may be on vacation at any time is exclusively reserved by the County Sheriff in order to insure the orderly performance of the services provided by the Employer.

#### ARTICLE XIX SICK LEAVE

Section 1.     Allowance. It is the policy of Kendall County to provide protection for its full-time bargaining unit members against loss of income because of illness. All eligible deputies are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation period or holidays.

Any deputy contracting or incurring any non-service connected sickness or disability, which renders such deputy unable to perform the duties of the deputy's employment, shall receive sick leave with pay in accordance with this Agreement.

Section 2.     Accumulation. Sick leave will be granted at the rate of ninety-six (96) hours per year with accumulation prorated on a monthly basis. Sick leave may be accumulated from year-to-year to a maximum of one thousand six hundred (1,600) hours. Upon separation from employment for other than just cause, a deputy may request reimbursement of up to twenty-five percent (25%) of four hundred eighty (480) hours to be paid as part of the deputy's final compensation, or in the alternative, for those deputies employed on or before December 1, 2019, upon retirement, a deputy may use all accumulated but unused sick days in conjunction with the deputy's separation date. (For purposes of administering this Section, retirement shall mean a

deputy who is immediately eligible to receive a pension upon voluntary separation, *i.e.*, a deputy who has completed 20 years or more of service and is 50 years of age or greater.) Deputies hired after December 1, 2019 shall only be eligible to receive payment for accumulated sick leave up to a maximum of 25% of four hundred eighty (480) hours and be able to use any additional hours as service credit to the extent authorized by the applicable pension system. Deputies who have been terminated for just cause shall not be paid out any accumulated sick leave.

Section 3.     Procedures. No deputy will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation. Sick leave may be utilized by deputies when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. Each fiscal year, up to twelve (12) of the employee's sick days may be utilized for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff, such approval shall not be unreasonably denied. In the event of sick leave for any purpose, the Sheriff may require the certificate of a medical doctor giving information as to the circumstances involved. A family member may give the appropriate notice required by this Section in the event the deputy is physically unable to request additional leave time.

Deputies who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended

illness upon expiration of all such benefits will result in automatic termination. Deputies will make every effort to give the Employer eight (8) hours notice of their intent to use sick leave where two (2) or more days off are anticipated. For one (1) day, the deputy will make every effort to give two (2) hours notice. Any absence of more than two (2) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, the Sheriff may request a physician's statement or verification of absence of shorter periods of time and if that request requires an examination, it shall be paid for by the Employer. The Sheriff may also require the deputy to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of a deputy's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance.

The Sheriff or any authorized authority may direct a deputy who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

A deputy shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual deputies.

Section 4.     Abuse of Leave. Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

Section 5.     Sick Leave Abuse Sanctions. For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the deputy shall not be paid for such leave taken nor shall the deputy accrue any rights such as seniority or other rights. Continued “abuse” of sick leave shall subject the deputy to disciplinary action pursuant to the terms of this Agreement. All deputies agree to cooperate fully with the Office in verifying illness.

## ARTICLE XX LEAVES OF ABSENCE

### Section 1. Discretionary Leave.

A. The Sheriff may grant leaves of absence, without pay or salary, to deputies under their supervision for job-related reasons (such as further training or study), which will enable deputies to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the deputy, his/her spouse, or his/her child or children, or such as childbirth).

B. The Sheriff may assure a deputy who is granted such leave, that the deputy’s position, or job, will be restored to the deputy at the conclusion of the deputy’s leave; provided, however, that the deputy’s employment by the County might, and could, be terminated if, during the period of such leave, the deputy’s position, or job, were to be eliminated by action of the Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired by the County to fill the deputy’s position, or to perform the deputy’s usual and customary duties during the deputy’s leave will be discharged so as to permit such deputy to resume the deputy’s employment by the County.

C. No leave shall be granted for a period exceeding thirty (30) consecutive calendar days, nor shall any deputy be granted a leave, or leaves, totaling more than thirty (30) days in a given calendar year without the approval of both the Finance Committee being first obtained.

D. Any deputy on such leave of absence shall not continue to accrue any benefits whatsoever under this Agreement. Provided, however, that a deputy may elect to continue to be covered by the County Health Insurance program at the sole expense of the deputy.

Section 2. Prohibition Against Misuse of Leaves. During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, a deputy may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the deputy to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement. Approval is herewith granted to existing deputies for existing outside employment and existing deputies shall notify the Sheriff of all such employment within thirty (30) days of execution of this Agreement.

Section 3. Absence Due to Death in Immediate Family.

A. In the event of the death of an immediate family member, a deputy shall be permitted to be absent from the deputy's job for an appropriate number of days up to twenty-five and one-half (25 ½) hours of work to make funeral arrangements and attend the funeral with the approval of chain of command, and for each such day's absence, the deputy shall receive compensation at the deputy's normal rate of pay. If the deputy desires to be absent for more than twenty-five and one-half (25 ½) hours of work, the deputy may utilize previously earned, unused, vacation days and/or compensatory time and receive compensation for each such additional day's absence at the deputy's normal rate of pay, provided that the deputy's immediate superior, Chief Deputy, approves such additional absence. Such approval shall not be unreasonably withheld.

B. Any absence to attend the funeral of anyone who is not a member of a deputy's immediate family may be arranged with the Sheriff, without pay, but previously earned and unused



vacation days and/or compensatory time may be utilized in such case with the consent of the Sheriff.

C. Immediate family is defined for the purposes of this Section to be spouse, mother, father, child, step child, brother, sister, grandmother, grandfather, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the deputy's home.

Section 4. Jury Duty. A deputy required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Where said deputy is required to serve during their regular work hours, such deputy shall sign a waiver of any compensation otherwise due them for serving on such jury and shall pay any jury fees to the Employer upon receipt of their regular wage less mileage, if the deputy is required to use their own vehicle.

Section 5. Pregnancy Leave. Pregnancy leave and accommodations shall be permitted in accordance with state and federal law.

Section 6. Family Medical Leave. The Employer agrees to comply with the Family and Medical Leave Act of 1993 and the rules and regulations issued in conjunction therewith. Bargaining unit members may elect which accrued paid benefit time they will use during such leave, provided their election is made within the first week of leave. The bargaining unit member's election cannot later be revoked or modified by the bargaining unit member.

Section 7. Military Leave. Military leave and benefits shall be granted in accordance with the applicable State and Federal laws.

## ARTICLE XXI HOURS OF WORK/OVERTIME

Section 1. Work Period. The work period is defined as a regularly recurring period of fourteen (14) days commencing at 6:00 a.m. every other Saturday.

Section 2.     Workday. No more than twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day.

Section 3.     Work Shift. No more than twelve (12) consecutive hours of work shall constitute a work shift. However, nothing in this section is intended to limit the Employer's right to assign deputies to work shifts in any increment of time less than twelve (12) consecutive hours of work.

Section 4.     Rest Periods. The Employer recognizes that rest periods of approximately fifteen (15) minutes each should be provided to all deputies with one rest period for every four (4) consecutive hours worked. The deputies recognize the nature of the bargaining unit work is such that the formal scheduling of such rest periods is not reasonable.

Rest periods may be taken by the deputy so long as the deputy's rest period is not scheduled in a manner which seriously interferes with performance of the deputy's work task.

Section 5.     Meal Periods. All deputies shall be granted a lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift.

Section 6.     Overtime. Deputies shall be paid overtime for all hours worked beyond the regularly scheduled daily work shift. Payment shall be in compensatory time off or money at the election of the deputy, provided, however, deputies may accumulate up to sixty (60) hours of compensatory time during any fiscal year, which shall be refillable after use. Any overtime in excess of sixty (60) hours of compensatory time shall be paid in cash. The election must be made daily and turned in on the weekly time summary. Compensatory time must be taken within the fiscal year it is earned except that up to twenty (20) hours may be carried over from year to year, so long as a deputy's accrued compensatory time does not exceed sixty (60) hours at any time.

Upon mutual agreement, the Employer may buyout the accumulated compensatory time of each deputy. The deputy must give twenty-four (24) hours notice of the deputy's request for use of compensatory time, and such requests shall not be unreasonably denied. Any overtime pay incorrectly paid will be adjusted on the next regular paycheck.

Section 7.     Work Schedule. Work schedules shall be bid and selected on a seniority basis by October 1<sup>st</sup> and become effective on January 1 of each calendar year and in effect for one year. The court security and transport duty assignments in the Corrections Division shall be subject to an application process, with final approval and assignment by the Sheriff. When a deputy transfers or is moved into either the Corrections Division, the deputy shall be assigned to any open shift until the first annual shift bid after the placement in the Corrections Division. The administration shall have the right to assign at least one Breath Analysis Operator, Two Field Training Officers, and one female deputy to each shift. Deputies that are eligible to be a deputy in charge (DIC) will have the appropriate experience and/or training as deemed necessary by the Sheriff or his designee to perform the duties of the DIC. The Employer shall have the right to designate at least two DICs on each shift. The administration shall have the right to resolve all conflicts of interests between deputies at their discretion.

Section 8.     Call Back. A call back is defined as an official assignment of work which does not, continuously precede or follow a deputy's regularly scheduled working hours. Deputies reporting back to the Employer's premises or location dispatched by the Employer, at a specified time on a regularly scheduled work day which does not immediately precede or follow a regularly scheduled shift shall be compensated for a minimum of two (2) hours at the appropriate overtime rate, or be compensated for the actual time worked, whichever is greater, at the overtime rate. If

the Employer is required to call back a deputy due to a deputy error in filling out reports, then the deputy shall be paid for actual time worked without any guaranteed minimum.

Section 9.     Court Time. Deputies covered by this Agreement who are required to attend Court outside their regularly scheduled work hours shall be compensated at the overtime rate for those hours actually worked immediately prior to and following a regularly scheduled shift. A minimum of three (3) hours will be paid for time in Court for off duty attendance or actual time worked, whichever is greater, provided the employee is required to attend Court in person and virtual or telephone appearance is not an option available to the employee. In that case, the employee's appearance will be compensated as a call back described in Section 8 of this Article.

Section 10.   Duty Trades. Non-probationary deputies shall be allowed to trade shifts in accordance with the Kendall County Sheriff's Office (KCSO) duty trade policy, within the same work period, when requested in advance in writing by a deputy, signed by the deputies involved and approved by the supervisor or their designee. Duty trades will not be unreasonably denied. Duty trades must be in one (1) full shift increments. All duty trade hours shall be paid at the deputy's regular hourly rate of pay. Non-probationary deputies shall not be approved for more than nine (9) duty trades per calendar year or two (2) per calendar month. Trades will only be allowed between deputies with the same rank and work schedule (8 to 8;10 to 10; 12 to 12). Probationary deputies will not be allowed to trade shifts. No trades will be allowed on County celebrated holidays. This provision is intended to be cost neutral to the Employer.

Section 11.   Overtime Assignments. The Employer shall post overtime opportunities known more than twenty-four (24) hours in advance. Union stewards, or other bargaining unit members as authorized in writing by the bargaining unit, shall be authorized to fill such posted overtime, utilizing a system deemed fair and appropriate by the bargaining unit's members. Posted

overtime shifts that are not filled within twelve (12) hours prior to the start of the shift shall be filled at the Employer's discretion.

For overtime known less than twenty-four (24) hours in advance, the first four hours or less of any shift or portion thereof will be filled by a deputy held over from the previous shift, with the work first offered in seniority order with the lowest seniority deputy mandated if not filled by volunteers. For overtime on the last four hours or less of any shift, deputies who are scheduled to work the following shift will be called and offered the work in seniority order. If there are no volunteers, then the Employer may fill the overtime at its discretion.

Section 12. In-House Training Days. No bargaining unit member shall be permitted to be absent for more than two (2) in-house training days per calendar year without the prior approval of the Sheriff or his designee.

Section 13. Pay Back Days. For those deputies working an eight and one-half (8 ½) hour shift, the schedule provides for pay back days based on 2,080 hours worked per year. (Deputies who work 242 8 ½ hour days will owe 2 shifts and 6 hours of pay back days. Deputies who work 243 8 ½ hour days will owe 1 shift and 6 hours in pay back days. Deputies who work 244 8 ½ hour days will owe 6 hours of pay back, and deputies who work 245 8 ½ hour days will be owed 2 ½ hours by the employer. The deputy will be informed of which category of days worked and pay back days that they fall within.) If a deputy owes full shifts, they may be fulfilled in four hour increments but preferably paid back by working a full 8 ½ hour shift. Holiday pay will not be used to fulfill pay back days. Vacation banks will not be used to fulfill pay back days. For each deputy, those pack back days owed that have not been otherwise assigned by the Employer as mandatory pay back days shall be worked by voluntary sign up from the posted shifts

as soon as practical when the need has been identified. The pay back days worked shall not be considered overtime.

Section 14. COVID-19 Hazardous Duty Pay. All current bargaining unit members who worked for the Employer during the period of the state COVID public health emergency will receive the same ARPA-funded COVID 19 Hazardous Duty Pay the Kendall County Board approves for non-Deputy bargaining unit members.

## ARTICLE XXII WAGES/COMPENSATION/ALLOWANCES

### Section 1. Wages.

A. Deputies who are in the Bargaining Unit on the date the Agreement is signed shall receive the following annual pay raises to be effective December 1st of each year during the term of this contract as reflected below. Increases between steps shall be given on anniversary dates for the deputies covered by this Agreement. The wages for years of service shall be as follows:

	Current 12/1/2023	Effective 12/1/2024 5.50%	Effective 12/5/2025 3.50%	Effective 12/1/2026 3.50%	Effective 12/1/2027 4.00%
Start	\$63,224.62	\$66,701.97	\$69,036.48	\$71,452.76	\$74,310.87
1-2 Years	\$69,696.59	\$73,529.90	\$76,103.45	\$78,767.07	\$81,917.75
2-3 Years	\$73,128.30	\$77,150.36	\$79,850.62	\$82,645.39	\$85,951.21
3-4 Years	\$76,730.88	\$80,951.08	\$83,784.37	\$86,679.56	\$90,146.74
4-5 Years	\$80,518.33	\$84,946.84	\$87,919.98	\$90,997.18	\$94,637.07
5-7 Years	\$84,448.25	\$89,092.90	\$92,211.15	\$95,438.54	\$99,256.08
7-9 Years	\$88,657.00	\$93,533.14	\$96,806.80	\$100,195.04	\$104,202.84
9 + Years	\$93,040.78	\$98,158.02	\$101,593.55	\$105,149.32	\$109,355.29

A deputy shall be paid an additional \$.15 per hour for each year of service completed as a full-time sworn Kendall County Corrections Deputy, beginning on the deputy's ten-year anniversary date. (E.g., a deputy who has completed 10 years of service will begin receiving an additional \$.15 per hour, for each year of completed service, in the total amount of \$1.50 per hour.)

Section 2. Lateral Transfers. Deputies who are hired as a lateral transfer corrections deputy shall be granted credit for their years of service with an outside law enforcement/correctional agency up to nine (9) years allowing them to commence employment up to the “9 Years and Over” pay rate and shall then progress through the steps of the wage schedule being credited with said years of service with the outside law enforcement/correctional agency. For a deputy to be eligible for lateral transfer service credit pursuant to this Section, the deputy must have been awarded a certificate attesting to his or her successful completion of the County Correctional Training Course as prescribed by the Illinois Law Enforcement Training Standards Board (ILETSB), or be granted a waiver of the Minimum Training Standards by the ILETSB. A lateral hire’s seniority will be based upon their actual hire date with the Kendall County Sheriff’s Office.

Section 3. Uniform and Equipment Allowance. New hires and existing employees will be provided with a full uniform and all required equipment by the Employer through the Employer’s quartermaster system. Upon request, new hires will also be provided with a bullet resistant/ballistic vest and vest cover. Effective upon execution of this Agreement, the Employer will replace existing employees’ bullet resistant/ballistic vest and vest cover that is damaged in the line of duty or expired as per manufacturer’s recommendations. Vests will be a level 3A or higher unless otherwise agreed to by the Parties. If an employee is provided a vest and vest cover, the employee must wear the vest and vest cover while in uniform. This section will not be retroactive and shall apply only to those vests and vest covers that are damaged in the line of duty or expired as per manufacturer’s recommendations after the execution of this agreement. All items (including bullet resistant/ballistic vests and vest covers) provided to a bargaining unit member are the property of the Employer and, upon separation of employment, shall be returned to the Employer.



In addition, the Employer will reimburse each non-probationary deputy up to \$400.00 for items that are part of the uniform, and/or approved clothing, and/or authorized equipment with the receipt of proof of purchase that calendar year, provided the non-probationary deputy provides the receipt of proof of purchase of the clothing/equipment on or before October 1 of the year for which the deputy is requesting reimbursement.

Section 4. Specialty Pay. All bargaining unit members who are assigned the duties of Field Training Officer “F.T.O.,” will be compensated at a rate of \$30.00 per each shift in which they perform these duties.

Section 5. Deputy in Charge Pay. All bargaining unit members who are assigned the duties of Deputy in Charge (DIC) in either the Correctional Facility or the Court Facility will be compensated at a rate of \$3.00 per hour for each hour worked in that capacity.

### ARTICLE XXIII INSURANCE AND PENSION

Section 1. Insurance

The current coverage provided for life, accidental death and dismemberment, and dental insurance shall remain in full force and effect during the length of the contract, provided the Employer reserves the right to change carriers or self-insure so long as the level of benefit for deductible, co-insurance, and annual out-of-pocket and coverage maximums remains substantially similar.

The Employer will provide a core high deductible health plan with health savings account (hereinafter “Core HDHP-HSA”). The Core HDHP-HSA benefit levels will be as follows for the January 1, 2020 plan year:

Deductibles: \$1,500 single, \$3000 family;  
Coinsurance: 100% in network, 80% out of network;  
Out of pocket: \$3000 single, \$6,000 family;  
Physician Services after deductible: 100% in network, 80% out of network;

Inpatient Hospital after deductible: 100% in network, 80% out of network;  
ER room 90% after deductible;  
Prescriptions after deductible: 80%

In subsequent plan years, the Employer reserves the right to change insurance carriers, fully insure, or self-insure, and to change benefit levels of the Core HDHP-HSA plan as long as the coverage and benefits of the Core HDHP-HSA remain substantially similar. In the event the Core HDHP-HSA is cancelled through no fault of the Employer, the Employer agrees to provide at least the same premium dollar it is providing now in replacing the Insurance plan.

The parties also agree the Employer may choose to discontinue the current HMO plan for the 2020 plan year and/or subsequent plan years. If the Employer discontinues the current HMO, the Employer will provide a minimum of one alternative health plan option such as a HMO (health maintenance organization), PPO (preferred provider organization), HDHP (high deductible health plan) or EPO (exclusive provider organization). Each plan year, the Employer may offer new alternative health plans or eliminate any alternative health plan.

The Employer and the Union, by mutual consent, may establish a committee to recommend a health care plan to the County for adoption in the effort to reduce rising health care costs.

## Section 2. Premium Allocations

### A) Premium Allocation for Dental and Current Term Life

The Employer will pay one hundred percent (100%) of the single premium or single premium equivalent for dental coverage and one hundred percent (100%) of the current term life insurance for the deputy. If a deputy elects family dental coverage, the deputy shall pay fifty percent (50%) of the difference between the family premium or premium equivalent amount less the Employer's percentage share of the single premium or premium equivalent.

B) Premium Allocation for Single Health Plans

The Employer's obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be eighty percent (80%). The Employer will also contribute \$1500 to a deputy's health savings account payable on January 1 of each year for deputies enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the deputy's health savings account upon the deputy's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the single premium or single premium equivalent for deputies enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for deputies enrolled in the single Core HDHP-HSA. However, the enrolled deputy shall pay a minimum of \$15 per paycheck for single premium or single premium equivalent. Deputies not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

C) Premium Allocation for Family Health Plans

If a deputy elects Core HDHP-HSA family coverage, the deputy shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's eighty percent (80%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute \$3000 to a deputy's health savings account payable on January 1 of each year for deputies enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be

under no obligation to continue contributing any money to the deputy's health savings account upon the deputy's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the family premium or family premium equivalent for deputies enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for deputies enrolled in the family Core HDHP-HSA. However, the enrolled deputy shall pay a minimum of \$100 per paycheck for family premium or family premium equivalent. Deputies not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

### Section 3. Wellness Program

#### A) Incentive for Deputies Enrolled in Single Health Plans

By December 1 of each year, deputy must submit proof of completion of deputy's annual wellness screening/physical to the confidential third party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

The Employer's obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be ninety percent (90%). The Employer will also contribute \$1500 to a deputy's health savings account payable on January 1 of each year for deputies enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the deputy's health savings account upon the deputy's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the single premium or single premium equivalent for deputies enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for deputies enrolled in the single Core HDHP-HSA. However, the enrolled deputy shall pay a minimum of \$15 per paycheck for single premium or single premium equivalent. Deputies not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

B) Incentive for Deputies Enrolled in Family Health Plans

By December 1 of each year, the deputy must submit proof of completion for both the deputy's annual wellness screening/physical and the deputy's spouse's (only if the deputy's spouse is covered by the Employer's health insurance plan) annual wellness screening/physical to the confidential third party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

Deputies enrolled in Core HDHP-HSA family coverage, the deputy shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's ninety percent (90%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute \$3000 to a deputy's health savings account payable on January 1 of each year for deputies enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the deputy's health savings account upon the deputy's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the family premium or family premium equivalent for deputies enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for deputies enrolled in the family Core HDHP-HSA. However, the enrolled deputy shall pay a minimum of \$100 per paycheck for family premium or family premium equivalent. Deputies not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

Section 4. Pensions

Employer shall continue to contribute on behalf of the deputies to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

Section 5. Extent of Coverage

Except as otherwise provided herein, the extent of coverage under the insurance policies or plans referred to in Section 1 shall be governed by the terms and conditions set forth in said policies or plans.

ARTICLE XXIV  
LABOR MANAGEMENT/SAFETY COMMITTEE

Section 1. Labor Management Conferences. The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives, not to exceed two (2) in number, and responsible administrative representatives of the Employer, being the Sheriff and County Board Chairperson or their designees. Such meetings shall be held only when mutually agreeable to both parties. The agenda for such meeting shall also be mutually agreed seven (7) days prior to the meeting. Such meetings and agendas shall be limited to:

- A. A sharing of general information of interest to the parties.
- B. Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect deputies.

- C. Discussion of potential grievances on a nonbinding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- D. Items concerning safety.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the County of Kendall.

Section 2. Integrity of Grievance Procedure. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a potential grievance shall be nonbinding on either party and solely for the purpose of exploring alternatives to avoid such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues. Any report or recommendation which may be prepared by the Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Council.

Section 4. Council Representative Attendance. When absence from work is required to attend labor-management conferences under this Article, bargaining unit members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Non-bargaining unit supervisors shall approve the absence except in emergency situations. Bargaining unit members attending such conferences shall be limited to two (2). Travel expenses associated with any labor-management conferences shall be the responsibility of the bargaining unit members.



ARTICLE XXV  
GENERAL PROVISIONS

Section 1.     Work Rules. Work rules of the Kendall County Sheriff which are not in conflict with this Agreement shall continue in full force and effect, subject to the Employer's right to change or eliminate work rules or past practices pursuant to Article IV (Management Rights) of this Agreement.

Section 2.     Council Visits to Office. Authorized representatives of the National or State Council shall be permitted to visit the Office during working hours to talk with deputies of the local Council and/or representatives of the Employer concerning matters covered by this Agreement.

Section 3.     Council File Inspection. The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any deputy whose pay is in dispute or any other records of the deputy pertaining to a specific grievance at reasonable times with the deputy's consent.

Section 4.     Inoculations. The Employer agrees to pay all expenses for inoculation or immunization shots for the deputy and for members of a deputy's family when such becomes necessary as a result of said deputy's exposure to contagious diseases where said deputy has been exposed to said disease in the line of duty. Any TB test given or inoculations (e.g. hepatitis, tetanus, flu) given to deputies on a voluntary basis shall not be considered time worked. A deputy must execute an Inoculation Request/Waiver in the following form:

(PLEASE CIRCLE THE APPROPRIATE ALTERNATIVE)

1.     I do not chose to take the offered inoculation for Hepatitis made to me by the Kendall County Sheriff's Office.

2. I choose to accept the inoculations offered to me by the Kendall County Sheriff's Office and understand and agree that by taking the inoculation for Hepatitis that I release and discharge Kendall County from any and all liability for side effects that I may incur as a result of taking this inoculation or series of inoculations. I further agree to indemnify and hold Kendall County harmless for any actions which may be brought by me or my family against Kendall County for side effects to the inoculation. I further agree that this waiver is effective upon my heirs, executors, administrators and all others who may stand in my place.

Dated this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

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Employee

Section 5.     Bulletin Boards. The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council.

Section 6.     Training. The Kendall County Sheriff's Office and the Union are committed to the philosophy of professional and continued training for deputies. The Employer shall continue to offer training in accordance with applicable laws for bargaining unit members. The Employer shall attempt to offer training on an equitable basis, taking into consideration the needs of the Office, the interest of the deputy, and the budgetary consideration involved. No bargaining unit member may grieve any decision of the Employer regarding training including, but not limited to non-selection for training, or type of training offered.

Any deputy who resigns within eighteen (18) months from the Kendall County Sheriff's Office who has attended the basic Correctional Deputy training on behalf of Kendall County, for which Kendall County has paid the tuition and other associated costs, then said deputy shall

reimburse other associated costs, then said deputy shall reimburse Kendall County one-half of the cost or expenses advanced on his or her behalf and according to the following percentages based upon length of service with the Employer:

0 - 6 Months	100%
After 6 Mos. - 12 Mos.	75%
After 12 Mos. - 18 Mos.	50%
Over 18 Mos.	0%

Section 7. Broken Glasses. The Employer agrees to repair or replace as necessary a deputy's prescription eyeglasses, contact lenses, and prescription sunglasses, if such are damaged or broken, if during the course of the deputy's duties the deputy is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor. A deputy shall be reimbursed for any personal property damaged as a result of a deputy performing his or her lawful duties. There shall be a \$75.00 maximum reimbursement limit per incident.

Section 8. Funeral Expenses. The Employer agrees to pay for up to \$10,000.00 funeral/burial expenses for any correctional deputy killed in the line of duty.

Section 9. Equipment. The Employer agrees to provide pepper spray for each correctional deputy and provide appropriate training in its use.

Section 10. Residency. Deputies covered by this Agreement shall live within a twenty-five (25) mile radius of the Kendall County Public Safety Center.

Section 11. Education Reimbursement. Full time deputies are eligible for a fifty percent (50%) reimbursement of tuition and books on educational or training course work. To qualify the deputy must seek approval in writing in advance from their Supervisor/Department Head and their committee chairman.

The course work must be directly related to the deputy's job function (or proposed functions), be accomplished outside of working hours; from an accredited institution of learning;

receive a passing grade and not exceed one class per semester (or quarter). All paperwork in that regard should be submitted to the Office of Administrative Services for reimbursement.

Correspondence course work and vocational schools will be considered if they are accredited or of a “good reputation”.

If the educational or training course work is to meet the specific and current job description and is required by the Supervisor/Department Head and their committee chairman, then tuition and books will be reimbursed at one hundred percent (100%) from the Office budget.

Total number of deputies receiving benefits will be subject to any budget limitations and anyone receiving educational reimbursement must agree to continue working for the County for six (6) months after each course or return the reimbursement.

Section 12. Mileage Reimbursement. A deputy shall be reimbursed for mileage over and above the normal home to work commute miles for the use of a personal vehicle to attend mandated training at the IRS approved rate as it may from time to time be changed. A deputy using the deputy’s personal vehicle while on duty and with supervisory approval, shall be reimbursed for mileage at the IRS approved rate, as it may from time to time be changed.

Section 13. Travel Time. Travel time for employees who attend seminars approved by the Sheriff or his designee shall be paid in accordance with the Fair Labor Standards Act.

## ARTICLE XXVI DEPUTY TESTING

It is the policy of Kendall County and the Kendall County Sheriff’s Office that the public has the absolute right to expect persons employed by the County in its Sheriff’s Office will be free from the effects of drugs and alcohol. Accordingly, the Employer may require deputies to submit to random urinalysis test and/or other appropriate drug and/or alcohol testing at a time and place designated by the Employer, or whenever in the opinion of the Sheriff or his designee, there is

sufficient cause for such testing. In the event of testing for cause, the Employer shall provide the deputy with a written notice of the order setting forth the basis for sufficient cause. In addition, the Employer may require a deputy to submit to alcohol or drug testing when a deputy is involved in an on duty incident involving significant damage to County property or personal injury to anyone.

Each deputy in an officer-involved shooting will be ordered by the Sheriff or his designee to submit to drug and alcohol testing as soon as practical, but not later than the end of the deputy's shift or tour of duty. A deputy is considered to have been involved in an officer-involved shooting whenever the deputy discharges his or her firearm causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty.

The Employer shall use only a clinical laboratory or hospital facility that is certified by SAMHSA. If the type of test administered allows a split sample, the deputy shall have the option to request that split sample be tested at another SAMHSA certified laboratory. Split sample testing shall be at the deputy's expense.

If a deputy tests positive as a result of a breathalyzer test administered by an outside entity pursuant to this Section, said deputy may, at their sole option, have the right to request an immediate confirmatory test administered by a certified breathalyzer operator at the Kendall County Sheriff's Office Corrections Division.

The test results shall be submitted to the Sheriff or his designee for appropriate action. The first time a non-probationary deputy tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the deputy, up to and including termination. If a deputy who has tested positive is not terminated, the Employer may require such deputy to submit to a random urinalysis or other appropriate drug and/or alcohol

test during the 12-month period following the date any deputy tests positive in any test. Any such random tests shall occur at times and places as designated by the Employer. In the event such a deputy tests positive again, just cause for dismissal shall exist.

Use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the deputy may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge. For purposes of this Section, “under the influence of alcohol” shall be defined as a blood alcohol level of more than .02%.

Deputies are prohibited from consuming, possessing, selling, purchasing, or delivering any cannabis or cannabis-infused substances while on duty (except in the scope of the deputy’s authorized duties for the Employer) or while in uniform. Deputies are also prohibited from consuming and selling cannabis or cannabis-infused substances while off duty and from unlawfully possessing, unlawfully purchasing, or unlawfully delivering any cannabis or cannabis-infused substances while off duty. The Employer may not take adverse employment action against a deputy based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the deputies’ household.

The Employer shall continue to provide deputies access to an employee assistance program (EAP) similar to that which exists on the effective date of this Agreement. The Employer will not take adverse employment action against a deputy solely because that deputy voluntarily requests treatment or counseling for an alcohol or drug problem, unless such request follows an order to be tested pursuant to the foregoing provisions.

An alleged violation of this Article shall be subject to the contractual grievance procedure, as set forth in Article XIV.

#### ARTICLE XXVII SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

#### ARTICLE XXVIII COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact or effect of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment.

ARTICLE XXIX  
DURATION AND SIGNATURE

Section 1.     Term of Agreement. This Agreement shall be effective upon execution and shall remain in full force and effect until November 30, 2028. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

During the term of this Agreement, should either party believe that the application of the Americans with Disability Act requires a modification to the terms of this Agreement, written notice shall be given to the other party. Agreed modifications resulting from these negotiations shall be ratified by the parties. Any impasses shall be resolved pursuant to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act.

Section 2.     Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.



IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of  
November, 2024 .

FOR THE EMPLOYER:

FOR THE COUNCIL:

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Negotiator

## Letter of Agreement

Notwithstanding the language of Article XXII, Section 3, the Employer may issue level 2 Safariland Hardwire ballistic vests to bargaining unit members for on duty use. Bargaining unit members may opt to upgrade to Safariland's level 3A vest (or higher) but must pay the cost difference between that and the level 2 vest. Also, upon the employee's request, a puncture resistant vest may be purchased by the Employer in lieu of the level 2 Safariland Hardwire ballistic vest so long as the price of the puncture resistant vest does not exceed the purchase price of the level 2 Safariland Hardwire ballistic vest. If the cost of the requested puncture resistant vest exceeds the level 2 Safariland Hardwire ballistic vest, the employee must pay the cost difference between that and the level 2 vest. All vests purchased in whole or in part by the Employer will remain the Employers' property through and after termination of the unit member's employment.

The Parties will meet and discuss alternative vest options should the Safariland Hardwire vest become unavailable, and/or if the National Institute of Justice standards for vest classification change.

Dated: November \_\_\_\_\_, 2024

FOR THE EMPLOYER:

FOR THE COUNCIL:

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Negotiator

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



## OCTOBER

## 2024

Submitted by: Sheriff Dwight A. Baird

**OPERATIONS DIVISION**

<b>POLICE SERVICES</b>	<b>October-22</b>	<b>October-23</b>	<b>September-24</b>	<b>October-24</b>
Calls for Service	751	751	816	825
Police Reports	358	340	344	382
Total Arrests	122	111	114	145
Ordinance Citations Issued	0	0	0	4

**TRAFFIC SERVICES**

Traffic Contacts	528	505	389	440
Traffic Citations Issued	249	284	185	199
DUI Arrests	6	5	3	4

**TRAFFIC CRASH INVESTIGATIONS**

Property Damage	45	49	47	51
Personal Injury	16	15	14	16
Fatalities	1	0	1	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>62</b>	<b>64</b>	<b>62</b>	<b>67</b>

**VEHICLE USAGE**

Total Miles Driven by Sheriff's Office	53,245	53,370	56,280	64,566
Vehicle Maintenance Expenditures	\$7,976	\$4,379	\$2,391	\$1,913
Fuel Expenditures	\$16,798	\$15,441	\$14,430	\$14,965
Fuel Gallons Purchased	4,298	4,557	4,500	4,823
Squad Damage Reports	1	0	0	0

**AUXILIARY DEPUTIES**

Ride-A-Long Hours	5	0	0	0
Auxiliary Hours	167	89	86	77
<b>TOTAL AUXILIARY HOURS</b>	<b>172</b>	<b>89</b>	<b>86</b>	<b>77</b>

**EVIDENCE/PROPERTY ROOM**

New Items into Property Room	122	83	143	102
Disposal Orders Processed	28	32	36	48
Items Disposed Of	81	207	115	113
Items Sent to Crime Lab for Processing	1	15	0	36

**INVESTIGATIONS/COPS ACTIVITIES**

Total Assigned Cases (Patrol/Invest)	30	27	46	32
Total Closed Cases (Patrol/Invest)	27	22	25	38
Total Open Cases (Patrol/Invest)	82	90	130	124
Community Policing Meetings/Presentations	34	30	28	34

**Sex Offender / Violent Offenders Against Youth Registrations**

Sex Offender Registrations	13	11	9	9
Sex Offender - Address Verifications Completed	0	0	0	25
Sex Offender - Address Verification Attempted	0	0	0	31
Total # of Sex Offenders- Jurisdiction	28	31	33	31
Total # of Sex Offenders- Entire County	87	86	87	89
Violent Offenders Against Youth Registrations	2	4	4	3
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	7	6	5	5
Total # of VOAY- Entire County	26	26	24	23

## **RECORDS DIVISION**

<b>SHERIFF SALES</b>	<b>October-22</b>	<b>October-23</b>	<b>September-24</b>	<b>October-24</b>
Sales Scheduled	18	15	10	8
Sales Cancelled	12	10	7	6
Sales Conducted	6	5	3	2

### **CIVIL PAPERWORK**

Papers Filed/Received	122	202	196	161
Papers Served/Executed	96	147	152	112

### **ORDERS OF PROTECTION**

OP Received	18	15	17	16
OP Prohibiting Firearms	12	10	2	0
OP Served	6	5	32	27

### **REPLEVINS/LEVY**

Replevin/Levy Scheduled	0	0	0	0
Replevin/Levy Conducted	0	0	0	0

### **SA, SUBPOENA & FOIA REQUESTS**

Electronic and Recording Copy Requests	73	70	58	77
Body/Dash Cam Requests	na	na	3	11
Accident Reports	24	16	20	18
Background Checks	20	38	36	27
Reports	68	80	61	71
Subpoenas	2	5	4	2
<b>TOTAL REQUESTS</b>	<b>187</b>	<b>209</b>	<b>182</b>	<b>206</b>

### **WARRANTS**

Total Warrants on File	1,715	1,281	1,050	1,149
New Warrants Issued	137	78	90	152
Total Warrants Served	119	94	82	46
Warrants Quashed	21	17	18	7

### **EVICCTIONS**

Evictions Scheduled for Month	11	13	9	14
Evictions Cancelled	6	5	2	5
Evictions Conducted	5	8	7	9

### **FEES**

Civil Process Fees	\$3,393	\$5,200	\$4,375	\$5,495
Sheriff Sales Fees	\$3,600	\$3,900	\$1,500	\$2,100
Records Fees/Fingerprinting	\$160	\$250	\$230	\$275
Bond Processing Fees	\$1,277	\$1,876	\$324	\$1,067
<b>TOTAL FEES COLLECTED</b>	<b>\$8,430</b>	<b>\$11,226</b>	<b>\$6,429</b>	<b>\$8,936</b>

## **CORRECTIONS DIVISION**

### **JAIL POPULATION**

New Intake Bookings	158	167	176	225
Inmates Released	157	172	176	215
Federal Inmate ADP	19	11	6	6
Kendall County Inmate ADP	59	58	41	37
Other Jurisdictions Inmate ADP	3	7	12	18
Average Daily Population	81	76	59	61
ADP of inmates housed in other Jurisdictions	8	4	4	6

<b>JAIL MEALS</b>	<b>October-22</b>	<b>October-23</b>	<b>September-24</b>	<b>October-24</b>
Number of Meals Prepared Consolidated/Aramark	8,050	7,211	5,310	5,886
Price Per Meal	\$2.73	\$3.08	\$3.08	\$3.08

#### **INMATE TRANSPORTS**

To and From Kendall County Courthouse	50	54	49	50
Other County Court Transports	2	3	0	0
Out of County Prisoner Pickups	11	15	16	21
To I.D.O.C	1	1	2	0
Medical/Dental Transports	3	6	7	0
Court ordered medical transports	2	0	0	0
Juvenile To and From Youth Homes/Courts	8	6	14	10
Federal Transports	16	5	1	4
To and From Kane County Jail	24	6	4	6
<b>TOTAL INMATE TRANSPORTS</b>	<b>117</b>	<b>96</b>	<b>93</b>	<b>91</b>

#### **INMATE WORK CREWS**

Number of Inmates	0	0	2	0
Number of Locations	0	0	1	0
Total Hours Worked	0	0	13	0

#### **REVENUE**

Amount Invoiced for Inmates Housed for Other Juris.	\$2,170.00	\$5,400.00	\$17,775	\$27,000.00
Amount Invoiced for Federal Housing	\$47,120	\$31,740	\$16,560	\$17,112
Amount Invoiced for Federal Court Transport	\$10,525	\$1,068	\$403	\$917
Amount Invoiced for Federal Medical Transport	\$497	\$672	\$294	\$481
<b>TOTAL INVOICED</b>	<b>\$60,312</b>	<b>\$38,880</b>	<b>\$35,032</b>	<b>\$45,510</b>

#### **MEDICAL BILLING**

Medical Contractual Services	\$20,809	\$21,917	\$21,917	\$17,629
Prescriptions	\$5,231	\$3,621	\$1,129	\$1,275
Medical	\$641	\$86	\$23	\$39
Dental	\$0	\$0	\$4,083	\$2,202
Emergency Medical Services	-\$584	\$0	\$318	\$145
Medical Supplies	\$204	\$318	\$853	\$548
<b>TOTAL MEDICAL BILLING</b>	<b>\$26,301</b>	<b>\$25,943</b>	<b>\$28,323</b>	<b>\$21,839</b>

#### **Housing Expense**

Kane County Jail	\$23,475	\$0	\$0	\$0
<b>TOTAL HOUSING EXPENSE</b>	<b>\$23,475</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

#### **COURT SECURITY**

Entries	9,915	10,940	10,692	11,568
Items X-rayed	4,219	4,666	4,506	4,742
Bond Call - In Person	4	58	83	117
Bond Call - Video	50	0	0	0
Kendall Prisoners	71	63	53	42
Other Prisoners	15	16	20	22
Arrests made at Courthouse	28	15	17	27
Contraband Refused	45	60	62	70

#### **ELECTRONIC HOME MONITORING**

<b>TOTAL DEFENDANTS ORDERED TO EHM</b>	<b>October-22</b>	<b>October-23</b>	<b>September-24</b>	<b>October-24</b>
Juvenile	6	4	6	5
Adult	72	81	63	66
<b>TOTAL PARTICIPANTS</b>	<b>78</b>	<b>85</b>	<b>69</b>	<b>71</b>

<b>Orders</b>				
Presentenced	68	73	65	68
Bischof	34	29	29	29
Post Sentenced	4	12	4	3

<b>Days Defendants Served on EHM</b>				
Juvenile	147	113	149	155
Adult	2,120	2,289	1,750	1,851
<b>TOTAL DAYS</b>	<b>2,267</b>	<b>2,402</b>	<b>1,899</b>	<b>2,006</b>

<b>EHM VIOLATIONS</b>				
Juvenile	1	0	2	0
Adult	7	5	9	12
<b>TOTAL VIOLATIONS</b>	<b>8</b>	<b>5</b>	<b>11</b>	<b>12</b>

<b>COST vs. COLLECTIONS</b>				
Cost	\$5,962	\$6,317	\$4,994	\$5,276
Collected	\$3,305	\$1,423	\$2,516	\$3,033

## **KCSO TRAINING**

<b>CORRECTIONS DIVISION</b>				
<b>NATURE OF TRAINING</b>				
Annual Illinois Homicide Investigators Assoc. Conf.				14.5
Annual Mandatory Firearms Qual				7
CIT for Correctional Facilities				24
CourtSmart				0.5
Escorting Inmates				27
Grab & Jab: EpiPens				5.25
IL Learning Collab to Support MAR				5
Leadership's Role in Pursuing Operational Excellence				16
LEADS Re-Cert				4.5
Lexipol DTB's				18
Midwest Gang Investigator's Assoc. Conf.				16
Off Duty Qual				4
Screening for Suicide ASQ				0.25
Security & Privacy LEADS				4.5
Supervising Inmates				1
Wellness for Corrections				1
<b>TOTAL HOURS</b>	<b>134.00</b>	<b>301.50</b>	<b>454.75</b>	<b>148.50</b>

<b>OPERATIONS DIVISION</b>				
<b>NATURE OF TRAINING</b>				
40 Hour Basic Crisis Negotiations				40
4th Amendment In-House				126
Adaptive Leader				8
Advanced IL Search & Seizure				26
Annual Illinois Homicide Investigators Assoc. Conf.				16
Annual Mandatory Firearms Quals				7
Annual Shotgun Qual				1
Anti-Gang Strategies for Patrol				8
ASP Instructor				48
Below 100				126
Civil Process Procedures KCSO In-House				1.5
Communicating Eff/Prof w/ LGBTI Offenders				1
CourtSmart				16
Crisis Intervention/Disturbance Calls				0.75
Cybersecurity: Data Privacy & Safe Computing				0.5

Field Training Officer School (Sokolove)	40
Firearms Restraining Order Act Awareness	5
High Risk Critical Task Road Operations	8
ICAC Investigative Techniques Training Program	40
Integrated Ballistics Identification System Data	8
LEADS Re-Cert	1.5
Less Lethal Bean Bag Quals	3.5
Lexipol DTB's	22.5
Mental Health Awareness	10
NEOGov Harassment	1
NEOGov Identity Protection Act	0.5
OC Pepper Spray Cert	0.5
Off Duty Qual	6
Policy 315	1
PREA Your Role Responding to Sexual Abuse	1
Rifle Qual	6
Roll Call Training	10.5
Security & Privacy LEADS	1.5
Suicide Awareness & Intervention	8
Taser X2 Re-Cert	2

<b>TOTAL HOURS</b>	<b>618.00</b>	<b>719.75</b>	<b>650.50</b>	<b>602.25</b>
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<b>COURT SECURITY</b>	<b>October-22</b>	<b>October-23</b>	<b>September-24</b>	<b>October-24</b>
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**NATURE OF TRAINING**

CIT for Correctional Facilities	6
CourtSmart	3.5
Escorting Inmates	6
Grab & Jab: EpiPens	1.25
Lexipol DTB's	5.25

<b>TOTAL HOURS</b>	<b>42.00</b>	<b>62.50</b>	<b>22.50</b>	<b>22.00</b>
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<b>ADMINISTRATION DIVISION</b>	<b>October-22</b>	<b>October-23</b>	<b>September-24</b>	<b>October-24</b>
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**NATURE OF TRAINING**

CourtSmart	0.5
Freedom of Information Act	2

<b>TOTAL HOURS</b>	<b>36.00</b>	<b>39.50</b>	<b>8.50</b>	<b>2.50</b>
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<b>AUXILIARY</b>	<b>October-22</b>	<b>October-23</b>	<b>September-24</b>	<b>October-24</b>
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**NATURE OF TRAINING**

Lexipol	1.5	4
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<b>TOTAL HOURS</b>	<b>0.00</b>	<b>5</b>	<b>1.50</b>	<b>4.00</b>
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<b>PART TIMERS</b>	<b>October-22</b>	<b>October-23</b>	<b>September-24</b>	<b>October-24</b>
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**NATURE OF TRAINING**

4th Amendment In-House	3.5
Below 100	3.5
CourtSmart	2.5
Crisis Intervention & Disturbance Calls	0.75
Laws of Arrest-Refresher	1.5
Lexipol DTB's	6
Mental Health Awareness Refresher	5
Officer Stress Management	1

<b>TOTAL HOURS</b>	<b>11.00</b>	<b>28.75</b>	<b>27.50</b>	<b>23.75</b>
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<b>Kendall County Clerk Revenue Report</b>		<b>10/1/24-10/31/24</b>	<b>10/1/23-10/31/23</b>	<b>10/1/22-10/31/22</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
CLKFEE	County Clerk Fees	\$715.50	\$614.50	\$703.50
MARFEE	County Clerk Fees - Marriage License	\$1,500.00	\$1,650.00	\$1,800.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$20.00	\$20.00	\$25.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,228.00	\$2,212.00	\$2,040.00
MISINC	County Clerk Fees - Misc	\$108.00	\$62.60	\$60.00
	County Clerk Fees - Misc Total	\$4,571.50	\$4,559.10	\$4,658.50
RECFEE	County Clerk Fees - Recording	\$26,856.00	\$23,161.00	\$25,427.00
	Total County Clerk Fees	\$31,427.50	\$27,720.10	\$30,085.50
CTYREV	County Revenue	\$48,042.75	\$49,776.25	\$74,480.00
DCSTOR	Doc Storage	\$22,275.72	\$13,367.50	\$14,792.50
GISMAP	GIS Mapping	\$48,544.00	\$42,510.00	\$46,924.00
GISRCD	GIS Recording	\$6,291.25	\$2,834.00	\$3,128.00
INTRST	Interest	\$82.99	\$98.20	\$92.40
RECMIS	Recorder's Misc	\$6,087.00	\$5,632.00	\$3,096.50
RHSP	RHSP/Housing Surcharge	\$25,758.00	\$22,122.00	\$12,663.00
TAXCRT	Tax Certificate Fee	\$840.00	\$1,000.00	\$920.00
TAXFEE	Tax Sale Fees		\$0.00	\$20.00
PSTFEE	Postage Fees			
CK # 19925	To KC Treasurer	\$189,349.21	\$165,060.05	\$186,201.90
Death Certificate Surcharge sent from Clerk's office \$1312.00 ck # 19923				
Dom Viol Fund sent from Clerk's office \$250.00 ck 19924				

**Office of the Kendall County Coroner  
Jacquie Purcell**

**Monthly Report  
October 2024**

\* There were 15 hours of community service time served during the month of October.

\* Coroner Purcell provided a presentation and morgue tour for the Oswego East High School Law Enforcement Class on October 7th & 9th.

\* Chief Deputy Gotte was deployed with the National Disease Medical System to support the federal response to Hurricanes Helene and Milton from 09/30/2024 to 10/11/2024.

\* Deputy Cherie McCarron oversaw the DEA Takeback event on 10/26/2024. The weight of collected items was 218.5 pounds. Over half was medications for proper disposal and 60 pounds of Sharps for proper disposal.

Deaths Report to the M.E.		Deaths Investigations	
October 2024	39	October 2024	8
YTD	325	YTD	48

MEI Scene Investigations		Postmortem Examinations	
October 2024	10	October 2024	6
YTD	58	YTD	25

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
October 2024	32	2	1	0	0	4
YTD	292	18	8	1	2	4

Cremation Permits Issued	
October 2024	26
YTD	215

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0287	Natural	Cardiac	08-05-2002	10-01-2024	None	No
2024-0288	Natural	Nervous System	12-09-1959	10-03-2024	None	No
2024-0289	Suicide	Blunt Force	09-22-1989	10-03-2024	None	Yes
2024-0290	Natural	Neoplasm/Cancer	01-25-1930	10-04-2024	None	No
2024-0291	Natural	Cardiac-Hypertension	05-30-1958	10-05-2024	None	Yes
2024-0292	Natural	Neoplasm/Cancer	01-29-1937	10-06-2024	None	No
2024-0293	Natural	Dementia-Alzheimers	07-20-1948	10-06-2024	None	No
2024-0294	Accident	Drug Death-Mixed Drug Toxicity	04-20-1993	10-06-2024	Full	Yes
2024-0295	Natural	Neoplasm/Cancer	06-15-1960	10-07-2024	None	No
2024-0296	Natural	GI Tract Disease	05-06-1945	10-07-2024	None	No
2024-0297	Natural	Pulmonary	01-20-1952	10-08-2024	None	No
2024-0298	Natural	Cardiac-ASCVD-IHD and Hypertension	01-02-1928	10-10-2024	None	No
2024-0299	Natural	Cardiac-Infarct NOS	12-01-1965	10-11-2024	None	Yes
2024-0300	Natural	Dementia-Alzheimers	06-26-1936	10-12-2024	None	No
2024-0301	Accident	Drug Death-Mixed Drug Toxicity	04-03-1998	10-13-2024	Full	Yes
2024-0302	Natural	Pulmonary-COPD	02-18-1953	10-13-2024	None	No
2024-0303	Pending	Undetermined/Other	09-13-1973	10-13-2024	Full	Yes
2024-0304	Natural	Dementia-Alzheimers	05-13-1939	10-14-2024	None	No
2024-0305	Pending	Undetermined/Other	11-04-1969	10-14-2024	Full	Yes
2024-0306	Natural	Nervous System	02-04-1959	10-15-2024	None	No
2024-0307	Natural	Dementia-Alzheimers	02-10-1924	10-17-2024	None	No
2024-0308	Natural	Neoplasm/Cancer	03-19-1950	10-17-2024	None	No
2024-0309	Natural	Pulmonary-COPD	08-14-1939	10-18-2024	None	No
2024-0310	Natural	Nervous System- Stroke	01-15-1937	10-19-2024	None	No
2024-0311	Natural	Neoplasm/Cancer	07-28-1941	10-19-2024	None	No
2024-0312	Natural	Dementia-Alzheimers	04-03-1936	10-20-2024	None	No
2024-0313	Natural	Neoplasm/Cancer	02-13-1966	10-23-2024	None	No
2024-0314	Natural	Cardiac-Infarct NOS	06-14-1947	10-23-2024	None	No
2024-0315	Natural	Neoplasm/Cancer	11-26-1971	10-24-2024	None	No
2024-0316	Natural	Pulmonary	05-20-1950	10-25-2024	None	No
2024-0317	Natural	Dementia-Alzheimers	11-15-1941	10-25-2024	None	No
2024-0318	Natural	Neoplasm/Cancer	01-15-1949	10-26-2024	None	No
2024-0319	Natural	Neoplasm/Cancer	07-27-1938	10-26-2024	None	No
2024-0320	Pending	Cardiac	03-09-1966	10-27-2024	Full	Yes
2024-0321	Natural	Cardiac-ASCVD-IHD and Hypertension	06-01-1950	10-27-2024	None	Yes
2024-0322	Pending	Cardiac	06-23-1980	10-28-2024	Full	Yes

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0323	Natural	Nervous System	05-11-1933	10-30-2024	None	No
2024-0324	Natural	Neoplasm/Cancer	01-17-1949	10-31-2024	None	No
2024-0325	Natural	Cirrhosis	02-04-1955	10-31-2024	None	No

To: Law, Justice and Legislation Committee Board Members  
 Kendall County Board  
 Kendall County, Illinois

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov  
 dgillette@kendallcountyil.gov

**MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER**

**AS OF NOVEMBER 2024**

	<b><u>J. MAJER</u></b>	<b><u>C. WHEATON</u></b>	<b><u>K. GUSTAFSON</u></b>	<b><u>R.LANCILOTI</u></b>	<b><u>S. KIRST</u></b>	<b><u>S. HOLLMEYER</u></b>	<b><u>New Files</u></b>	<b><u>TOTAL</u></b>
<b>Criminal Felony:</b>	<b>173</b>	<b>197</b>	<b>250</b>			<b>29</b>	<b>88</b>	
Class M-	4	2						
Class X-	20	21	7			1		
Class 1-	13	28	13			1		
Class 2-	48	46	63			1		
Class 3-	21	40	53			10		
Class 4-	67	60	114		1	16		
<b>MX/SVP/Post C.:</b>	<b>1</b>	<b>1</b>					<b>1</b>	
<b>Criminal CM:</b>	<b>33</b>	<b>34</b>	<b>85</b>	<b>46</b>	<b>73</b>	<b>38</b>	<b>57</b>	
<b>Criminal DUI/DT:</b>	<b>17</b>	<b>2</b>	<b>8</b>	<b>28</b>	<b>33</b>	<b>14</b>	<b>29</b>	
<b>Criminal DV:</b>	<b>14</b>	<b>4</b>	<b>7</b>	<b>50</b>	<b>47</b>	<b>33</b>	<b>29</b>	
<b>Traffic Offenses (TR):</b>	<b>24</b>	<b>21</b>	<b>45</b>	<b>59</b>	<b>92</b>	<b>27</b>	<b>31</b>	
<b>Traffic Offenses (MT):</b>	<b>16</b>	<b>2</b>	<b>27</b>	<b>139</b>	<b>160</b>	<b>122</b>	<b>165</b>	
<b>Juvenile JA/Truancy JV:</b>			<b>7</b>	<b>37</b>	<b>53</b>	<b>66</b>	<b>44</b>	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
<b>Juvenile JD:</b>			<b>1</b>	<b>23</b>	<b>52</b>	<b>25</b>	<b>13</b>	
Class X-					1	5		
Class 1-					2			
Class 2-			1	1	5			
Class 3-				6	12	5		
Class 4-			2	3	12	5		
CM-			1	13	20	10		
<b>Criminal Contempt:</b>							<b>1</b>	
<b>Civil Law/Other:</b>								
<b>Conditions Call Only:</b>							<b>16</b>	
Total Open/Nov.-24:	<b>278</b>	<b>261</b>	<b>434</b>	<b>382</b>	<b>511</b>	<b>343</b>		<b>2,209</b>
Total Open/Oct.-24:	<b>250</b>	<b>268</b>	<b>449</b>	<b>350</b>	<b>478</b>	<b>300</b>		<b>2,095</b>
Total Closed/Oct.-24:	<b>42</b>	<b>52</b>	<b>54</b>	<b>50</b>	<b>74</b>	<b>45</b>		<b>317</b>
Total New Files-Oct.-24:	<b>52</b>	<b>27</b>	<b>77</b>	<b>95</b>	<b>111</b>	<b>96</b>		<b>458</b>



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 11/19/2024  
**Subject:** Revised Organizational Chart and Approved Headcount  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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### **Action Requested:**

To approve the Revised Organizational Chart and Approved Headcount

### **Board/Committee Review:**

On 11/4/2024, the Human Resources & Insurance Committee voted to forward this action item to the County Board for approval.

### **Fiscal impact:**

Proposed salary revisions are included in the FY2025 budget.

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### **Background and Discussion:**

The attached Revised Organizational Chart and Approved Headcount reflects the following proposed revisions:

1. The reorganization and reclassification of positions within the Information, Communication and Technology (ICT) Department; and
2. The conversion of the Part-Time Code Official position into a Full-Time Code Enforcement Officer position in the Planning, Building and Zoning Department.

### **Staff Recommendation:**

To approve the Revised Organizational Chart and Approved Headcount

### **Attachments:**

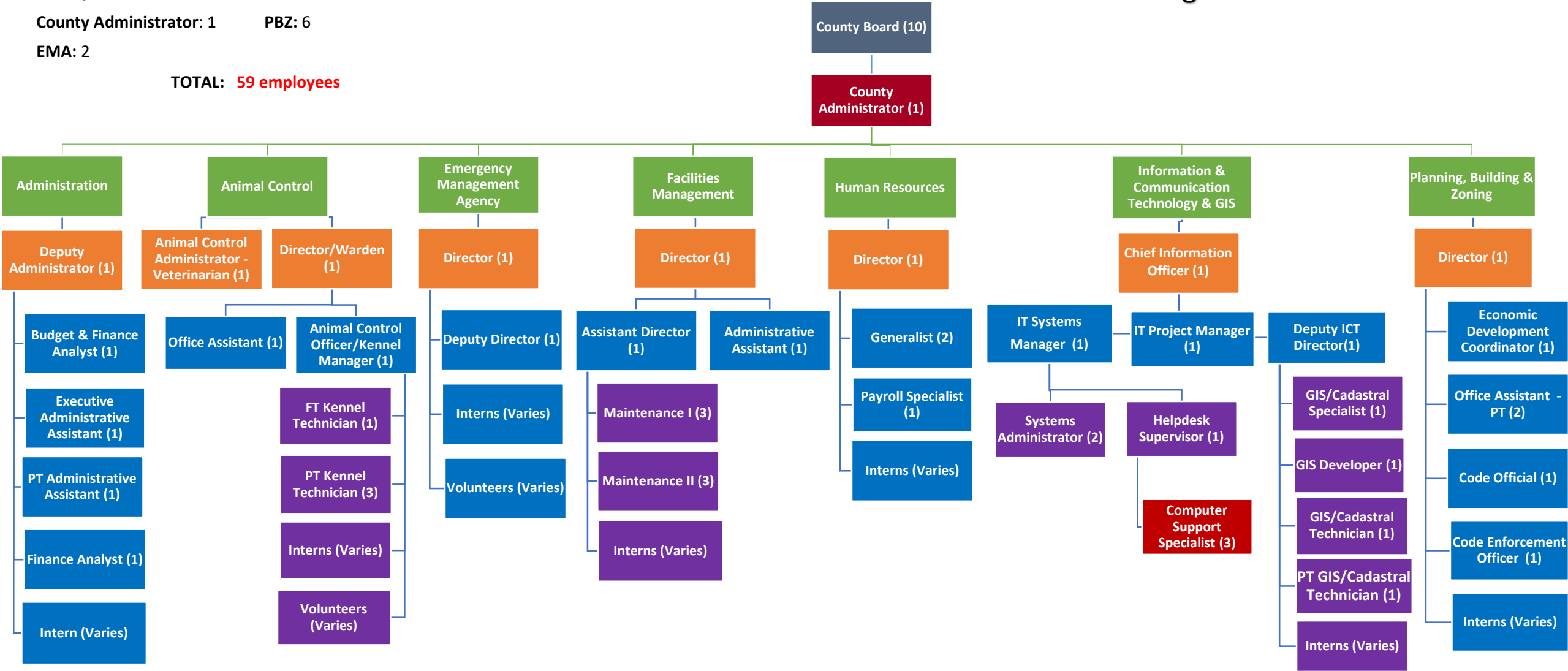
1. Revised Organizational Chart and Approved Headcount

APPROVED HEADCOUNT

Administration: 5      Facilities: 9  
Animal Control: 8      Human Resources: 4  
County Board: 10      Info & Comm. Tech: 14  
County Administrator: 1      PBZ: 6  
EMA: 2

TOTAL: 59 employees

Kendall County, Illinois  
Organizational Chart







## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 11/19/2024

**Subject:** Intergovernmental Agreement for Kendall County Inspector General's Services Between the Kendall County Health Department, the Kendall County Sheriff, and Kendall County, Illinois

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

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**Action Requested:**

To approve the Intergovernmental Agreement for Kendall County Inspector General's Services Between the Kendall County Health Department, the Kendall County Sheriff, and Kendall County, Illinois

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

The attached is a proposed Intergovernmental Agreement for Kendall County Inspector General's Services Between the Kendall County Health Department, the Kendall County Sheriff, and Kendall County, Illinois. This proposed Intergovernmental Agreement mirrors similar agreements entered by Kendall County with other units of local government (e.g., Kendall County Forest Preserve District and Kendall County Veteran's Assistance Commission) for the sharing of the Inspector General's services.

**Staff Recommendation:**

To approve the Intergovernmental Agreement for Kendall County Inspector General's Services Between the Kendall County Health Department, the Kendall County Sheriff, and Kendall County, Illinois

**Attachments:**

1. Intergovernmental Agreement for Kendall County Inspector General's Services Between the Kendall County Health Department, the Kendall County Sheriff, and Kendall County, Illinois

**INTERGOVERNMENTAL AGREEMENT FOR  
KENDALL COUNTY INSPECTOR GENERAL'S SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** (*"the Agreement"*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*"Kendall County"*), the Kendall County Sheriff Dwight Baird, in his official capacity (*"Sheriff"*), and the Kendall County Health Department (*"KCHD"*).

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, Kendall County and the KCHD are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any unit of local government may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided the unit of local government contracting with Kendall County has authority to perform the service; and

**WHEREAS**, in an effort to reduce costs to the taxpayers of Kendall County, Kendall County, the Sheriff, and the KCHD (hereinafter collectively referred to as *"the parties"*) wish to

enter into an intergovernmental agreement wherein Kendall County and the Sheriff shall provide certain investigative services to the KCHD; and

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

**1. INCORPORATION.** The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

**2. INSPECTOR GENERAL'S SERVICES.** Kendall County agrees to forward all complaints received about KCHD's personnel and/or operations to KCHD for KCHD's review and processing. Upon request by KCHD, Kendall County and the Sheriff agree to provide the Kendall County Inspector General's investigative services to KCHD for investigation of said complaints.

**3. REIMBURSEMENT FOR NECESSARY EXPENSES.** In consideration for the services to be provided by Kendall County and the Sheriff, KCHD agrees to promptly reimburse Kendall County and the Sheriff for any out-of-pocket expenses incurred by Kendall County and the Sheriff, which are necessary for the Kendall County Inspector General's investigation.

- a. The parties agree "out-of-pocket expenses" do not include labor costs and Kendall County and Sheriff resource expenses (i.e., computers, networks, telephones, etc.) incurred by Kendall County and the Sheriff while the Inspector General performs the investigative services set forth in this Agreement.
- b. Kendall County and the Sheriff agree to notify KCHD prior to incurring any billable expense, except in the event of an emergency in which case Kendall County and the Sheriff agree that all expenses not submitted to KCHD for reimbursement within one calendar year from the date it was paid by Kendall County and the

Sheriff are deemed waived, and Kendall County and the Sheriff are no longer entitled to reimbursement of that expense.

- c. The KCHD shall reimburse Kendall County and the Sheriff for any such expense within thirty (30) calendar days of receipt of an invoice from Kendall County and/or the Sheriff.

**4. DURATION.** This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this Agreement at any time by providing thirty (30) calendar days advance written notice to all other parties.

**5. ASSIGNMENT.** This Agreement and the rights of the parties hereunder may not be assigned without consent (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 assignees, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

**6. NOTICE.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested. Copies of all notices from all parties must be forwarded to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560.

*If to Kendall County:*

Kendall County Board Chairman  
111 W. Fox Street

Yorkville, Illinois 60560

*If to Sheriff:*

Kendall County Sheriff  
1102 Cornell Lane  
Yorkville, Illinois 60560

*If to KCHD:*

Kendall County Health Department Executive Director  
811 West John Street  
Yorkville, Illinois 60560

**7. MODIFICATION/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 any provision of this Agreement shall be declared 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 thereby.

**8. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties as it relates to investigative services to be provided by the Kendall County Inspector General to KCHD, and there are no other promises or conditions in any other agreement whether oral or written related to these services. Except as stated herein, this Agreement supersedes and revokes any other prior written or oral agreements or letters of cooperation between the parties regarding this subject matter and may not be further modified except in writing and signed by all parties.

**9. VALID SIGNATURES.** Kendall County, the Sheriff, and KCHD 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 caused this Intergovernmental Agreement to be executed by their duly authorized officers on the \_\_\_<sup>th</sup> day of November, 2024.

**County of Kendall, Illinois**

**Kendall County Health Department**

By: \_\_\_\_\_  
Chair, Kendall County Board

By: \_\_\_\_\_  
President of the Board of Health

*Attest:*

*Attest:*

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Secretary

**Kendall County Sheriff Dwight Baird, in his official capacity**

By: \_\_\_\_\_  
Kendall County Sheriff