



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Tuesday December 17, 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. Special Recognition
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board minutes from November 19, 2024 and November 26, 2024 (p 4)
 - B. Approval of Standing Committee minutes (p 9)
 - C. Approval of Claims in the amount of \$2,267,631.32 as of December 12, 2024
 - D. Approval of Resolution of Kendall County's Contribution for Participation in the State's Attorneys Appellate Prosecutor's Program (p 14)
 - E. Approval of Service Agreement between Kendall County and the Village of Oswego for the Provision of Demand Response Transportation (p 16)
 - F. Approval of Service agreement between Kendall County and the United City of Yorkville for the Provision of Demand Response Transportation (p 25)
 - G. Approval of a Resolution Appointing Meghan Martin Interim Regional Superintendent of Schools for the Grundy/Kendall Regional Office of Education (p 32)
 - H. Resolution for Maintenance Under the Illinois Highway Code appropriating \$500,000 for the purchase of bulk rock salt and general maintenance of highways (p 33)
 - I. Approve Chicago HIDTA Crime Gun Intelligence Center Analyst Service Contract with Kendall County as the Fiduciary Agent effective February 2, 2025, through February 3, 2026, in the annual amount of \$85,000.00
 - J. Approve Chicago HIDTA Crime Gun Intelligence Center Analyst Service Contract with Kendall County as the Fiduciary Agent effective February 2, 2025, through February 3, 2026, in the annual amount of \$85,000.00
 - K. Approval of a \$1,500 per month stipend for fiduciary responsibilities related to HIDTA
 - L. Approval of an agreement with Fox Fiber for reimbursement of eligible expenditures not to exceed \$80,000 (p 34)
 - M. Approval of a contract with Cordogan Clark and Associates to award a bid for miscellaneous HVAC renovations to 1 Source Mechanical Inc. in an amount not to exceed \$949,899 (p 44)
 - N. Approval of Contingency Reduction #11 Total of \$5,222 with revised contract amounts as follows: Lite Construction \$2,243,866 (\$6,187 - \$2,570 Credit = \$3,617 Increase); Plainfield Grading \$630,904 (\$3,000 Credit); Premium Concrete \$777,509 (\$9,000 Increase); Abbey Paving \$412,566 (\$605 Increase); Twin Oaks Landscaping \$96,534 (\$5,000 Credit) (p 50)
 - O. Approval of a three-year contract with Trane U.S. Inc. for Trane Building Automation Systems for the Kendall County Courthouse, Public Safety Center and Health and Human Services buildings with a total cost of \$50,072.19 (\$16,690.73 per year) (p 52)
 - P. Approval of Phase 2 County Office Building Renovations and Bid Documents with a total project cost of \$9,920,889 (p 77)
 - Q. Approval of 2025 Kendall County Illinois, Meeting Schedule (p 93)
 - R. Approval of Kendall County Board Committee Assignments, Committee Chairman, and Liaisons (p 94)
10. New Business
 - A. 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 (Patrol Sergeants) effective December 1, 2024, through November 30, 2028 (p 96)
11. Elected Officials and Department Reports
 - A. Sheriff (Report included in packet) (p 149)
 - B. County Clerk and Recorder (Report included in packet) (p 155)
 - C. Treasurer (Report included in packet) (p 156)
 - D. Clerk of the Court

- E. State's Attorney
- F. Coroner (Report included in packet) ([p 157](#))
- G. Health Department
- H. Supervisor of Assessments
- I. Regional Office of Education
- J. EMA (Report included in packet) ([p 159](#))
- K. Public Defender (Report included in packet) ([p 161](#))
- L. VAC (Report included in packet) ([p 163](#))

12. Standing Committee Reports

- A. Economic Development & Administration:
 - i. Kendall Area Transit Year End Report ([p 169](#))
- B. Highway:
 - i. An Ordinance for the Establishment of Altered Speed Zones in Whitetail Ridge Subdivision ([p 170](#))
- C. Facilities & Technology
 - i. Approval of a Resolution Granting Authority to the County Administrator to Execute a Contract with Security Automation Systems in an Amount Not to Exceed \$60,000 for the Purchase of Door Access Controls, Security Cameras, Installation and Related Costs ([p 171](#))

13. Special Committee Reports

14. Liaison Reports

15. Other Business

16. Chairman's Report

Appointments

Megan Andrews – Board of Health – Remainder of term Expires September 2025
 Brooke Shanley – 708 Mental Health Board – 2 year term – Expires November 2026
 Zach Bachmann – 708 Mental Health Board (alternate) – 2 year term – Expires November 2026
 Zachman Bachmann - Connect Kendall County Commission -2 Year term – Expires November 2026
 Scott Gengler – CMAP MPO Policy – 2 year term – Expires November 2026
 Ruben Rodriguez – CMAP MPO Policy (alternate) – 2 year term – Expires November 2026
 Jason Peterson – CMAP Transportation Committee – 2 year term – Expires November 2026
 Fran Klaas – CMAP Transportation Committee – alternate - 2 year term – Expires November 2026
 Ruben Rodriguez – County Board Chaplin – 2 year term – Expires November 2026
 Brooke Shanley - Kendall County Board of Health Liaison – 2 year term – Expires November 2026
 Ruben Rodriguez – Housing Authority – 2 year term – Expires December 2026
 Brooke Shanley - Housing Authority (alternate) – 2 year term – Expires December 2026
 Scott Gengler - Juvenile Justice Council – 2 year term – Expires November 2026
 Elizabeth Flowers – KC Historic Preservation Committee – 2 year term – Expires November 2026
 Brian DeBolt – KenCom Representative – 2 year term – Expires November 2026
 Seth Wormley – KenCom Representative (alternate) – 2 year term – Expires November 2026
 Matt Kellogg – Mayors/Managers – 2 year term – Expires November 2026
 Scott Gengler - Mayors/Managers - 2 year term – Expires November 2026
 Seth Wormley – Northwest Water Planning Alliance Executive Board – 2 year term – Expires November 2026
 Christina Burns- Northwest Water Planning Alliance Executive Board (alternate) - 2 year term – Expires November 2026
 Seth Wormley – Comprehensive Land Plan and Ordinance – 2 year term – Expires November 2026
 David Guritz - Resource Conservation & Development Council Rep (IL Headwaters) – 2 year term – Expires November 2026
 Jason Peterson – River Valley Workforce Development Board – 2 year term – Expires November 2026
 Seth Wormley – Soil and Water Conservation District – 2 year term – Expires November 2026
 Zach Bachmann – Soil and Water Conservation District (alternate) – 2 year term – Expires November 2026
 Scott Gengler - ISACo Large Counties Caucus – 2 year term – Expires November 2026
 Ruben Rodriguez - ISACo Large Counties Caucus – 2 year term – Expires November 2026
 Matt Kellogg - University of Illinois Extension Board – 2 year term – Expires November 2026
 Zach Bachmann - University of Illinois Extension Board – 2 year term – Expires November 2026
 Brooke Shanley - University of Illinois Extension Board – 2 year term – Expires November 2026
 Seth Wormley - Upper Illinois River Valley Development Authority – 2 year term – Expires November 2026
 Jason Peterson - Veterans Assistance Commission of Kendall County Liaison – 2 year term – Expires November 2026
 Seth Wormley - Veterans Assistance Commission of Kendall County Liaison (alternate) - 2 year term – Expires November 2026

17. Public Comment

18. Questions from the press

19. Executive Session

20. Adjournment

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

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
November 19, 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, November 19, 2024, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, and Seth Wormley. Member(s) absent: Zach Bachmann, Brian DeBolt and Brooke Shanley.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Ruben Rodriguez gave the invocation.

THE AGENDA

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

PUBLIC HEARING

Chairman Kellogg opened the Truth in Taxation Public Hearing to approve the Kendall County 2024 property tax levy. There were no comments from the public. Chairman Kellogg closed the hearing.

CONSENT AGENDA

Member Gengler moved to approve the consent agenda.

- A. Approval of County Board minutes from October 15, 2024
- B. Approval of Standing Committee minutes
- 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
- 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
- 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
- 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. Approval of the 2024 Noxious Weed Annual Report
- 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

- 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)
- U. Approval of the Solid Waste Plan
- 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
- 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
- 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
- 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.
- Z. Approval of a Resolution extending the Connect Kendall County Commission
- AA. Approval of Employee List for the Regional Office of Education
- BB. Approve County Health Fund Levy 2024 payable 2025 in an amount not to exceed \$1,511,000
- 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

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

C) COMBINED CLAIMS: ADMIN \$1,711.65; AC \$3,504.35; ASSMNTS \$3,975; CIR CLK \$16,029.69; CIR CRT JDG \$15,446.62; JURCOM \$360.67; CMB CRT SRVCS \$61,793.48; CONTSVS \$38,471.00; CRNER \$1,943.67; CRRCTNS \$44,006.12; CNTY ADMIN \$208.83; CNTY BRD \$414,510.53; CNTY CLK \$59,081.00; HIGHWAY \$522,607.20; CNTY TRSR \$3,172.16; ELCTNS \$21,746.68; EMA \$881.20; FCLT MGMT \$41,577.63; FP \$1,029.98; GIS COORD \$2,374.85; HLTH & HMN SRV \$337,111.57; HR \$2,742.01; MERIT \$4,350.00; PBZ \$4,051.37; PBZ \$6,421.07; PRSDNG JDG \$3,388.00; PRSDNG JDG \$5,234.88; PROB SPVSR \$12,024.12; PUB DEF \$1,736.86; ROE \$7,316.62; SHRF \$72,926.50; ST ATTN \$6,433.19; TECH \$53,710.99; TRES 3,644.06; UTIL \$79,740.80; VET \$2,086.57; FP \$305,662.97; SHF \$49,550.39; SHF \$36,646.82; SHF \$45,354.90; ELCT \$86,567.88

M) A complete copy of IGAM 24-30 is available in the Office of the County Clerk.

N) A complete copy of Ordinance 24-38 is available in the Office of the County Clerk.

O) A complete copy of Ordinance 24-39 is available in the Office of the County Clerk.

Z) A complete copy of Resolution 24-28 is available in the Office of the County Clerk.

NEW BUSINESS

Records Clerks

Member Flowers moved to approve the 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. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Correction Deputies

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

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Richardson spoke about overtime, take home squads, the amount of jury trials going on, 4 traffic projects and union negotiations.

County Clerk & Recorder

County Clerk Debbie Gillette spoke about the election and adding a new e-recording vendor.

| Revenue Report | | 10/1/24-10/31/24 | 10/1/23-10/31/23 | 10/1/22-10/31/22 |
|----------------|--------------------------------------|------------------|------------------|------------------|
| | | | | |
| Line Item | Fund | Revenue | Revenue | Revenue |
| 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 |

State's Attorney

Assistant State's Attorney Jim Webb spoke about the number of jury trials.

Coroner

Chief Deputy Coroner Levi Gotte reviewed the report and thanked the board for the opioid funding that has helped with the take back programs.

Health Department

Executive Director RaeAnn VanGundy thanked the offices in the county that support the work at the Health Department.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that 181 appeals have been filed and 96 are requesting an in person hearing.

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Regional Office of Education

Chairman Kellogg informed the board that there will be a meeting on Friday to appoint a replacement for the retiring Chris Mehochko.

EMA

Tracy Page presented the report.

VAC

Superintendent Tim Stubinger informed the board of the new hires.

STANDING COMMITTEE REPORTS

Human Resource and Insurance

Organizational Chart

Member Peterson moved to approve the Revised Organizational Chart & Approved Headcount. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Inspector General

Member Koukol moved to approve the Intergovernmental Agreement between Kendall County and the Health Department regarding Inspector General's services. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 24-31 is available in the Office of the County Clerk.

OTHER BUSINESS

Facilities Director Dan Polvere spoke about the build out of the Courthouse for the offices that are moving there for the renovation of the County Office Building.

CHAIRMAN'S REPORT

Chairman Kellogg spoke about the meeting he attended with Deputy Mayor Shanghai.

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

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

ADJOURNMENT

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

Approved and submitted this 20th day of November 2024.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**KENDALL COUNTY BOARD
SPECIAL MEETING
November 26, 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, November 26, 2024, at 5:30 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson (6:04pm), Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: None.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Chairman Kellogg gave the invocation.

THE AGENDA

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

CONSENT AGENDA

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

- A. Approval of Claims not to exceed \$4,375,850
- B. Approval of Standing Committee Minutes
- C. Approval of the resolution granting the Kendall County Sheriff authority to enter into an Intergovernmental Agreement with Kane County for wellness coordinator services. This agreement will be for the sharing of services for one year from the time of signing
- D. Approval of Service agreement between Kendall County and the Village of Millbrook for the Provision of Demand Response Transportation
- E. Approval of an Ordinance Approving Budget Amendment Number Three for the Kendall County Fiscal Year 2023-24 Annual Budget and Appropriations

A. COMBINED CLAIMS: ADMIN \$135.50; AC \$1,728.55; CIR CLK \$4,257.46; CIR CRT JDG \$3,825.00; CRNER \$7,850.01; CRRCTNS \$1,707.04; CNTY ADMIN \$522,844.79; CNTY BRD \$1,102,629.22; CNTY CLK \$8,176.63; HIGHWAY \$2,045,413.09; CNTY TRSR \$8,099.88; DONATION \$12,000; ELCTNS \$891.87; EMA DIR \$140.00; EMA \$313.10; FCLT MGMT \$11,816.76; GIS COORD \$2,445.81; HLTH & HMN SRV \$5,553.42; HR \$214.58; MERIT \$5,136.00; PBZ \$69.00; PRSDNG JDG \$1,656.29; PROB SPVSR \$1,244.19; PUB DEF \$4,473.01; ROE \$4,133.38; SHRF \$25,647.96; ST ATTNYS \$10,401.14; TECH \$81,777.71; TRES 1,040.29; UTIL \$41,242.40; VET \$2,877; FP \$40,876.46; SHF \$22,941.58; SHF \$63,749.49

- C) A complete copy of Resolution 24-29 is available in the Office of the County Clerk.
- D) A complete copy of IGAM 24-32 is available in the Office of the County Clerk.
- E) A complete copy of Ordinance 24-40 is available in the Office of the County Clerk.

NEW BUSINESS

Member DeBolt spoke about the bid opening and the extension of time for items not bid on, all is falling within the budget.

CHAIRMAN'S REPORT

Chairman Kellogg informed the board of the outcome of the Regional Office of Education meeting to appoint Meghan Martin to fill Chris Mehochko's position.

ADJOURNMENT

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

Approved and submitted this 3rd day of December 2024.

Respectfully submitted by,
Debbie Gillette, Kendall County Clerk

Co Board 11/26/2024



**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, November 14, 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 4:08 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 | Absent | | |
| Elizabeth Flowers | Absent | | |
| Dan Koukol | Here | | |
| Jason Peterson | Here | | |
| Ruben Rodriguez | Here | | |
| Brooke Shanley | Here | | |
| Seth Wormley | Absent | | |

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

Staff Present: Latreese Caldwell, Leslie Johnson, Jennifer Breault, Dan Polvere, Luke Prisco, RaeAnn VanGundy, Aaron Rybski, Marlin Hartman

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

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

Committee Reports and Updates - None

New Committee Business

- A. Discussion and Approval of one of three options for the 2025 Property, casualty, liability, workers' Compensation, and cyber insurance renewal

HR Director Leslie Johnson reviewed the three renewal options for the 2025 property, automobile, casualty, general liability, workers' compensation, and cyber insurance, which were presented to the Human Resource & Insurance Committee earlier this month. The Committee deliberated on the renewal options and supported the staff recommendation to proceed with option #3, which entails a 0% increase in premiums, resulting in a total premium of \$873,435.

Member Gengler made a motion to forward to the next County Board, Seconded by Member Rodriguez. **With six (6) members present voting aye, the motion was carried by a vote of 6-0.**

B. Discussion and Approval of the Solid Waste Plan

Member Peterson initiated the discussion by introducing Marlin Hartman from the Kendall County Health Department. Mr. Hartman provided the committee with a brief overview, explaining that the solid waste plan is updated every five years. This update was carried out with the assistance of an ad hoc committee known as the Solid Waste Plan Advisory Committee, which was appointed by the Kendall County Health Department. The updated waste plan outlines recommended objectives for approval by the County Board, which the county, primarily through the health department, is responsible for following and implementing.

Member Shanley made a motion to forward to the next County Board, Seconded by Member Peterson. **With six (6) members present voting aye, the motion was carried by a vote of 6-0.**

C. Discussion of ARPA Funds

- i. Approval of amendment to the October 04, 2022, grant agreement for the disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211 Inc

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 reallocating 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.

Member Peterson made a motion to forward to the next County Board, Seconded by Member Bachmann. **With six (6) members present voting aye, the motion was carried by a vote of 6-0.**

- ii. Approval of amendment to the October 17, 2023 and February 7, 2023, grant agreement for the disbursement and use of Kendall County American Rescue Plan Act Funds with the Village of Oswego

On February 7, 2023, an agreement was established for the installation of water mains along Wolf's Crossing Road, extending from Della Lane to Fifth Street for an amount of \$500,000. Subsequently, on October 17, 2023, an agreement was reached for the replacement of the water main in the Brookside Manor Subdivision for \$225,000.

The Village of Oswego notified the County in a letter dated November 7, 2024, that they would be unable to allocate the funds for Wolf Crossing ahead of the December 1, 2024, deadline due to delays from IDOT. Oswego has requested permission to utilize the funding for the water main installed along Collins Road, which qualifies as an ARPA eligible expenditure.

The Village is currently utilizing funds for the Brookside Manor project, primarily for engineering services, and anticipates making significant use of the grant. However, for the sake of efficient reporting and to ensure that all funds are fully obligated, staff recommend consolidating the grant into a single

grant for the Collins Road water main project, which was completed in coordination with the County's construction efforts. This amendment aims to combine both contracts into a unified agreement for the water mains on Collins Road, thereby ensuring compliance with the ARPA funding deadline of December 31, 2024.

Member Shanley made a motion to forward to the next County Board, Seconded by Member Bachmann. **With six (6) members present voting aye, the motion was carried by a vote of 6-0.**

- C. Approval of 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

The County has allocated \$20,000 in the FY 2024 Capital budget for the installation of cameras at the Health & Human Services Building, which is based on the addition of four units to the existing Public Safety Center/Courthouse Surveillance System. During FY 2024, we were tasked with exploring options to also incorporate cameras at the Animal Control building.

Upon further evaluation, it has been determined that the logistics of monitoring and accessing video footage from additional cameras integrated into the Sheriff-controlled PSC/Courthouse system would be cumbersome and may not adequately address the needs of the HHS building.

Staff assessed several alternatives, including the possibility of integrating the system with the County's Avigilon system used at the COB; however, this option was also found to be not user-friendly.

With the assistance of IT Director Kinsey, we were able to connect with NobleTec, which has been an excellent vendor for the IT department. Below 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: \$35,724.79

Per Building Cost: HHS = \$24,630.18 and AC = \$11,094.79

Staff recommend approval of all three contracts with NobleTec for cameras, storage and switch support for HHS and Animal Control.

Member Shanley made a motion to forward to the next County Board, Seconded by Member Peterson. **With six (6) members present voting aye, the motion was carried by a vote of 6-0.**

- D. Approval of Accounts Payable stipend for Jennifer Breault, Finance and Budget Analyst, in the amount of \$1,000 a month to be paid in biweekly installments pursuant to Kendall County's regular payroll schedule, effective retroactively to September 12, 2024

The Accounts Payable function was previously managed by the County Clerk's Office. A change in staffing has provided an opportunity for the Administration to take on these accounts payable responsibilities as the county continues to develop its finance division. Jennifer Breault has agreed to assume the additional responsibilities of Financial Analyst – Accounts Payable, alongside her existing

duties which include preparing the Annual Budget, documenting Budget Revisions, accounting and preparing ARPA reports, as well as overseeing the acquisition of additional funding for the Kendall Area Transit (KAT) program as the Program Compliance Oversight Monitor (PCOM). Staff recommends the approval of a monthly stipend of \$1,000 for Jennifer Breault until a new Financial Analyst is hired.

Member Shanley made a motion to forward to the next County Board, Seconded by Member Bachmann. **With six (6) members present voting aye, the motion was carried by a vote of 6-0.**

Old Committee Business-

A. Approval of a Resolution extending the Connect Kendall County Commission
The County Board established the Connect Kendall Commission and appointed 10 members to guide the Board on addressing a number of locations without access to qualify 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 Fiver non-profit company and advising the County Board on contract compliance.

The commission currently has 9 members. Staff recommend renewing the Commission with nine members to ensure quorum, and reappointment of eight of the nine members based on their desire to continue with the commission. Members include:

- County Board: Zach Bachmann, Ruben Rodriguez, Seth Wormley
- Other Members: Shelly 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.

Department Head and Elected Officials Reports – None

Public Comment – None

Questions from the Media – None

Chairman's Report – A special County Board Meeting will be scheduled for the week of Thanksgiving. The members present have determined that Tuesday, November 26, at 5:30 PM is the most suitable time.

Action Items for County Board –

- Claims
- 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)
- Approval of the Solid Waste Plan
- 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

- 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
- 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
- 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.
- Approval of a Resolution extending the Connect Kendall County Commission
- Appointments

Executive Session- None

Adjournment – Member Shanley made a motion to adjourn the meeting, second by Member Bachmann. **With Six (6) members present voting aye, the meeting adjourned at 4:57 p.m.**

Respectfully Submitted,
Nancy Villa
Executive Administrative Assistant



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

BEN GOETTEN
CHAIRMAN

September 9, 2024

Honorable Eric Weis
Kendall County State's Attorneys
Kendall County Courthouse
807 W. John Street
Yorkville, Illinois 60560

COLLECTION OF COUNTY MATCHING FUNDS December 1, 2024 - November 30, 2025

County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE: \$41,000

Make check payable to **State's Attorneys Appellate Prosecutor's County Fund** and remit to:

Gloria Mundy
Chief Fiscal Officer
State's Attorneys Appellate Prosecutor
725 South Second Street
Springfield, Illinois 62704

For questions please contact Gloria Mundy at 217-782-1632 or gmundy@ilsaap.org.

PLEASE NOTE: A signed resolution must be returned to the Agency as soon as possible. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE SUBMIT PAYMENT TO THE AGENCY FOR YOUR **COUNTY CONTRIBUTIONS ONLY** ... do not include payment for any other billing statement such as for special prosecution charges, cannabis fines, etc.

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board, in regular session, this _____ day of _____, 20____ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Kendall County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2024 and ending November 30, 2025, by hereby appropriating the sum of \$41,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Kendall County, Illinois, this
_____ day of _____ 20____.

Chairman _____

ATTEST: _____
County Clerk



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: Meeting 12/17/2024

Subject: Approval of Service agreement between Kendall County and the City of Oswego for the Provision of Demand Response Transportation

Prepared by: Jennifer Breault, PCOM

Department: Administration

Action Requested:

Approval of Service agreement between Kendall County and the City of Oswego for the Provision of Demand Response Transportation

Board/Committee Review:

N/A

Fiscal impact:

\$56,586 to Kendall Area Transit

Background and Discussion:

This document constitutes an agreement between Kendall County and the City of Oswego for the provision of public transportation services by Kendall Area Transit within the boundaries of the City of Oswego. This contract is effective for a three-year period, commencing on January 1, 2025, and concluding on December 31, 2027. The City of Oswego agrees to remit an annual payment of \$56,586 to Kendall County for the services rendered by Kendall Area Transit pertaining to public transportation.

Staff Recommendation:

Approval of Service agreement between Kendall County and the City of Oswego for the Provision of Demand Response Transportation

Attachments:

Service agreement between Kendall County and the City of Oswego



100 Parkers Mill • Oswego, IL. 60543 • (630) 554-3618 • Fax: (630) 554-3306
Website: www.oswegoil.org

November 22, 2024

Office of the Kendall County Clerk
Attn: Debbie Gillette, County Clerk & Recorder
502 S. Main St.
Yorkville, IL 60560

RE: Res. No. 24-R-83

Dear Debbie:

The enclosed resolution requires your signature. If you would please sign and return to me, so that I may provide Jennifer Breault with Kendall County her requested signed copy.

Thank you for your assistance and if you have any questions you may reach me at 630-554-3259 or mvillalobos@oswegoil.org.

Sincerely,

Margie Villalobos
Deputy Clerk

mv
Enclosure

RESOLUTION NO. 24 - R - 83

RESOLUTION AUTHORIZING THE VILLAGE OF OSWEGO TO ENTER INTO AN AGREEMENT WITH KENDALL COUNTY FOR THE PROVISION OF DEMAND-RESPONSE TRANSPORTATION SERVICES

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village of Oswego desires to provide transportation services for residents of the Village of Oswego; and

WHEREAS, Kendall County provides transportation services throughout Kendall County through Kendall Area Transit; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,
as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF AGREEMENT

The Village President and Village Board of Trustees are hereby authorized and directed to execute on behalf of the Village of Oswego an Agreement with Kendall County for the provision of demand-response transportation services, substantially in the form attached as “Exhibit A”.

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of November 2024.

| | | | |
|------------|---------------|------------------------|------------|
| TOM GUIST | <u>AYE</u> | JENNIFER JONES SINNOTT | <u>AYE</u> |
| KIT KUHRT | <u>AYE</u> | KARIN MCCARTHY-LANGE | <u>AYE</u> |
| KAREN NOVY | <u>ABSENT</u> | ANDREW TORRES | <u>AYE</u> |

APPROVED by me, Ryan Kauffman, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of November 2024.



RYAN KAUFFMAN, VILLAGE PRESIDENT



TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION AUTHORIZING THE VILLAGE OF OSWEGO TO ENTER INTO AN
AGREEMENT WITH KENDALL COUNTY FOR THE PROVISION OF DEMAND-RESPONSE
TRANSPORTATION SERVICES**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 4th day of November 2024, and thereafter approved by the Village President on the 4th day of November 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of November 2024.



Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego

Service Agreement between Kendall County and Village of Oswego for the Provision of Demand-Response Transportation

WHEREAS, this Service Agreement, hereinafter referred to as the “Agreement,” is made by and between Kendall County, Illinois, hereinafter referred to as the “County,” and Village of Oswego hereinafter referred to as “Village of Oswego”; and

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

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

WITNESSETH

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

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

1. **Effective Date.** This Agreement shall be effective January 1st, 2025, upon execution by County and Village of Oswego. The County hereby agrees to operate a demand-response transit system commonly known as Kendall Area Transit, hereinafter referred to as “KAT”.
2. **Service Area.** Village of Oswego authorizes the County to provide community and public transportation services within the limits of Village of Oswego hereinafter referred to as “Service Area.”
3. **Term; Termination.**
 - a. This Agreement shall remain in effect until December 31st, 2027. However, this Agreement may be terminated before December 31st, 2027, if Village of Oswego provides sixty (60) days advance written notice to the County of its intent to terminate this Agreement.
 - b. The County shall have the right to terminate this Agreement before December 31st, 2027, upon giving sixty (60) days written notice to Village of Oswego.
 - c. This Agreement may, if agreed to in writing by all parties prior to termination date, be extended by an additional two-year term. Any such extensions shall be executed by all parties no later than thirty (30) days prior to the termination date.

Section B. Description of Service

1. The County shall provide demand-response (dial-a-ride, paratransit) transportation service to the residents of Village of Oswego in the same manner provided to residents of other communities within the County of Kendall that annually contribute funding towards the KAT program.
2. **Dial-a-ride Service.** KAT is the community and public transportation program of Kendall County. KAT transportation services are generally known as demand-response, also known as dial-a-ride and paratransit. KAT is operated for the general public, with special emphasis on service for senior citizens and persons with disabilities. KAT is administered by the County of Kendall. KAT demand-response service is available Monday through Friday from 6:00 a.m. to 7:00 p.m., except holidays. Fares range from \$2-\$5 for a one-way trip. All rides are pre-arranged by calling the KAT dispatch center, and all rides are based on vehicle space and availability. Service will be provided to Kendall County locations, with designated out-of-county locations, restricted mostly to medical, social services, and educational facilities. All fares and routes are subject to change at KAT's sole discretion.
3. **Changes to Service.** The County reserves the right to adjust the demand-response transportation services provided under the terms of this Agreement. Where appropriate, the County will consider input provided by Village of Oswego before implementing changes. However, both parties understand and agree that the County reserves final decision-making authority regarding adjustments in the dial-a-ride transportation service.

Section C. General Requirements

1. **Personnel.** The County shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system for Village of Oswego residents. The County agrees that all services to be undertaken by the County shall be carried out by competent and properly trained personnel. The Village of Oswego understands and agrees that the County may contract with an outside vendor to operate the KAT system.
2. **Operation.** The County shall operate the transportation system for Village of Oswego residents on the days, during the hours and over the routes with such scheduling, and at such fares as in accordance with Section B of this Agreement.

Section D. Payment

1. Beginning January 1st, 2025, Village of Oswego will provide the County bi-annual payments. This compensation will be used as local match funding for various State and Federal transportation grants. Issuance of payment will adhere to the following schedule:
 - a. Fiscal Year 2025: \$56,586
 - Due May 15th, 2025: \$28,293
 - Due November 15th, 2025: \$28,293

- b. Fiscal Year 2026: \$66,172
 - Due May 15th, 2026: \$33,086
 - Due November 15th, 2026: \$33,086
- c. Fiscal Year 2027: \$75,758
 - Due May 15th, 2027: \$37,879
 - Due November 15th, 2027: \$37,879
- 2. Payment shall be remitted to Kendall County's address: Kendall Area Transit 111 West Fox Street, Yorkville, IL 60560
- 3. In the event the Agreement is terminated as described in Section A.3, the Village of Oswego will not be entitled to a refund of payments previously paid to the County.

Section E. Notices

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

Kendall County Administration
Yorkville, IL 60560
Fax (630) 553-4171

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

Section F. Miscellaneous

1. **Grant Funds.** Compensation under this Agreement is considered funding of last resort and is not intended to replace other State and Federal program obligations.
2. **Force Majeure.** The County shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the County.
3. **Modifications.** No modification, additions, or deletion of this Agreement shall be effective unless and until such changes are approved in writing by all parties to the Agreement.
4. **Non-Discrimination.** Village of Oswego its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations.

to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Village of Oswego its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. The Village of Oswego shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

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

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

IN WITNESS WHEREOF, the said County has approved this Agreement and authorized it to be signed, sealed, and attested by the County Clerk and said Village of Oswego has approved the Agreement and authorized to be signed by _____ and to be sealed and attested to by _____ on this _____ day of _____, 2024.

KENDALL COUNTY

Village of Oswego

BY: _____

BY: _____

WITNESS: _____

ATTEST: _____



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: Meeting 12/17/2024

Subject: Approval of Service agreement between Kendall County and the United City of Yorkville for the Provision of Demand Response Transportation

Prepared by: Jennifer Breault, PCOM

Department: Administration

Action Requested:

Approval of Service agreement between Kendall County and the United City of Yorkville for the Provision of Demand Response Transportation

Board/Committee Review:

N/A

Fiscal impact:

FY25 \$31,874, FY26 \$40,198, FY27 \$48,521 to Kendall Area Transit

Background and Discussion:

This document constitutes an agreement between Kendall County and the United City of Yorkville for the provision of public transportation services by Kendall Area Transit within the boundaries of the United City of Yorkville . This contract is effective for a three-year period, commencing on January 1, 2025, and concluding on December 31, 2027. The United City of Yorkville agrees to remit an annual payment of FY25 \$31,874, FY26 \$40,198, FY27 \$48,521 to Kendall County for the services rendered by Kendall Area Transit pertaining to public transportation.

Staff Recommendation:

Approval of Service agreement between Kendall County and the United City of Yorkville for the Provision of Demand Response Transportation

Attachments:

Service agreement between Kendall County and the United City of Yorkville

Resolution No. 2024-65

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A SERVICE AGREEMENT BETWEEN KENDALL COUNTY AND THE UNITED CITY OF YORKVILLE FOR THE PROVISION OF DEMAND-RESPONSE TRANSPORTATION

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) approved annual payment toward the development and operation of a Kendall Area Transit Project (the “Project”) by resolution on March 24, 2009; and

WHEREAS, the dollar amount of the City’s annual contribution toward the Project has not increased since the annual contribution was first approved in 2009; and

WHEREAS, residents of the City rely on the Project for transportation; and

WHEREAS, the cost of the Project has outpaced the funding provided for the Project, causing requests for service to go unserved daily due to a lack of drivers and vehicles for the Project; and

WHEREAS, the Project’s operators have requested additional funds from the City so that service needs may be met and matching funds from the state and federal government may be captured; and

WHEREAS, the Corporate Authorities recognize the value of the Project to residents and wish to ensure the Project is capable of meeting the needs of the City’s residents; and

WHEREAS, Resolution 2024-50, approved by the Corporate Authorities on October 22, 2024, set forth increased annual contributions by the City for the Project; and

WHEREAS, the City and Kendall County desire to enter into an agreement memorializing the City’s annual contributions to the Project and the services provided to the City’s residents through the Project, substantially in the form attached hereto as *Exhibit A*.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois as follows:

Section 1. The above recitals are incorporated herein by reference as though fully set forth.

Section 2. That the *Service Agreement between Kendall County and United City of Yorkville for the Provision of Demand-Response Transportation*, attached hereto and made a part hereof by reference, is hereby approved.


Section 3. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 10th day of December, A.D. 2024.


CITY CLERK

| | | | |
|-------------------|-----|----------------|-----|
| KEN KOCH | AYE | DAN TRANSIER | AYE |
| ARDEN JOE PLOCHER | AYE | CRAIG SOLING | AYE |
| CHRIS FUNKHOUSER | AYE | MATT MAREK | AYE |
| SEAVAR TARULIS | AYE | RUSTY CORNEILS | AYE |

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 11th day of December, A.D. 2024.


MAYOR

Attest:


CITY CLERK

Service Agreement between Kendall County and United City of Yorkville for the Provision of Demand-Response Transportation

WHEREAS, this Service Agreement, hereinafter referred to as the “Agreement,” is made by and between Kendall County, Illinois, hereinafter referred to as the “County,” and United City of Yorkville hereinafter referred to as “United City of Yorkville”; and

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

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

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the County and United City of Yorkville agree as follows:

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

1. **Effective Date.** This Agreement shall be effective January 1st, 2025, upon execution by County and United City of Yorkville. The County hereby agrees to operate a demand-response transit system commonly known as Kendall Area Transit, hereinafter referred to as “KAT”.
2. **Service Area.** United City of Yorkville authorizes the County to provide community and public transportation services within the limits of United City of Yorkville hereinafter referred to as “Service Area.”
3. **Term; Termination.**
 - a. This Agreement shall remain in effect until December 31st, 2027. However, this Agreement may be terminated before December 31st, 2027, if United City of Yorkville provides sixty (60) days advance written notice to the County of its intent to terminate this Agreement.
 - b. The County shall have the right to terminate this Agreement before December 31st, 2027 upon giving sixty (60) days written notice to United City of Yorkville.
 - c. This Agreement may, if agreed to in writing by all parties prior to termination date, be extended by an additional two-year term. Any such extensions shall be executed by all parties no later than thirty (30) days prior to the termination date.

Section B. Description of Service

1. The County shall provide demand-response (dial-a-ride, paratransit) transportation service to the residents of United City of Yorkville in the same manner provided to residents of other communities within the County of Kendall that annually contribute funding towards the KAT program.
2. **Dial-a-ride Service.** KAT is the community and public transportation program of Kendall County. KAT transportation services are generally known as demand-response, also known as dial-a-ride and paratransit. KAT is operated for the general public, with special emphasis on service for senior citizens and persons with disabilities. KAT is administered by the County of Kendall. KAT demand-response service is available Monday through Friday from 6:00 a.m. to 7:00 p.m., except holidays. Fares range from \$2-\$5 for a one-way trip. All rides are pre-arranged by calling the KAT dispatch center, and all rides are based on vehicle space and availability. Service will be provided to Kendall County locations, with designated out-of-county locations, restricted mostly to medical, social services, and educational facilities. All fares and routes are subject to change at KAT's sole discretion.
3. **Changes to Service.** The County reserves the right to adjust the demand-response transportation services provided under the terms of this Agreement. Where appropriate, the County will consider input provided by United City of Yorkville before implementing changes. However, both parties understand and agree that the County reserves final decision-making authority regarding adjustments in the dial-a-ride transportation service.

Section C. General Requirements

1. **Personnel.** The County shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system for United City of Yorkville residents. The County agrees that all services to be undertaken by the County shall be carried out by competent and properly trained personnel. The United City of Yorkville understands and agrees that the County may contract with an outside vendor to operate the KAT system.
2. **Operation.** The County shall operate the transportation system for United City of Yorkville residents on the days, during the hours and over the routes with such scheduling, and at such fares as in accordance with Section B of this Agreement.

Section D. Payment

1. Beginning January 1st, 2025, United City of Yorkville will provide \$31,874 in Fiscal Year 2025, \$40,198 in Fiscal Year 2026, and \$48,521 in Fiscal Year 2027 to the County in bi-annual payments. This compensation will be used as local match funding for various State and Federal transportation grants. Issuance of payment will adhere to the following schedule:

- a. Fiscal Year 2025: \$31,874
 - Due May 15th, 2025: \$15,937
 - Due November 15th, 2025: \$15,937
 - b. Fiscal Year 2026: \$40,198
 - Due May 15th, 2026: \$20,099
 - Due November 15th, 2026: \$20,099
 - c. Fiscal Year 2027: \$48,521
 - Due May 15th, 2027: \$24,260.50
 - Due November 15th, 2027: \$24,260.50
2. Payment shall be remitted to Kendall County's address: Kendall Area Transit 111 West Fox Street, Yorkville, IL 60560
 3. In the event the Agreement is terminated as described in Section A.3, United City of Yorkville will reimburse all expenses incurred by the County in the provision of services, including any eligible expenses that may be incurred after the termination date.

Section E. Notices

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

Kendall County Administration
Yorkville, IL 60560
Fax (630) 553-4171

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

Section F. Miscellaneous

1. **Grant Funds.** Compensation under this Agreement is considered funding of last resort and is not intended to replace other State and Federal program obligations.
2. **Force Majeure.** The County shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the County.
3. **Modifications.** No modification, additions, or deletion of this Agreement shall be effective unless and until such changes are approved in writing by all parties to the Agreement.

4. **Non-Discrimination.** United City of Yorkville its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. United City of Yorkville its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. The United City of Yorkville shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.
5. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and, if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

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

IN WITNESS WHEREOF, the said County has approved this Agreement and authorized it to be signed, sealed, and attested by the County Clerk and said United City of Yorkville has approved the Agreement and authorized to be signed by Mayor John Purcell and to be sealed and attested to by Clerk Jon Bernick on this 11th day of December, 2024.

KENDALL COUNTY

BY: _____

WITNESS: _____

United City of Yorkville

BY: JP

ATTEST: Jon Bernick



County of Kendall, Illinois
Resolution 2024-____

Resolution Appointing Meghan Martin Interim Regional Superintendent of Schools for the Grundy/Kendall Regional Office of Education

WHEREAS, Christopher Mehochko has tendered his resignation as Regional Superintendent of Schools of the Grundy/Kendall Regional Office of Education effective February 28, 2025, after serving as Assistant Regional Superintendent from June 2007 to March 5, 2013, and Regional Superintendent beginning March 6, 2013, and;

WHEREAS, pursuant to Section 104 ILCS 5/3A-6 of the Illinois School Code that addresses the "Election of Superintendent for consolidated region -Bond - Vacancies in any educational service region", both Grundy County and Kendall County Board Chairmen make a joint appointment but with being a weighted vote in favor of Kendall Counties greater population/committeemen, and;

WHEREAS, Regional Superintendent of the Grundy/Kendall Regional Office of Education, Christopher Mehochko, has recommended the current Premier Academy Principal Meghan Martin, to fill the position of Interim Regional Superintendent of Schools for the Grundy/Kendall Regional Office of Education, and;

WHEREAS, Meghan Martin possesses the required qualifications and is highly recommended to fill the vacancy. She has been vetted and already signed off on by the State Board of Education.

NOW THEREFORE BE IT RESOLVED, that the Kendall County Board jointly appoints Meghan Martin to be Interim Regional Superintendent of Schools for the Grundy/Kendall Regional Office of Education.

Approved and adopted by the County Board of Kendall County, Illinois this ____ day of _____, 2024.

Matt Kellogg
Kendall County Chairman

Debbie Gillette,
Kendall County Clerk



| District | County | Resolution Number | Resolution Type | Section Number |
|----------|---------|-------------------|-----------------|----------------|
| 3 | Kendall | | Original | 25-00000-00-GM |

BE IT RESOLVED, by the Board of the County of
Governing Body Type Local Public Agency Type
Kendall County Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
Five Hundred Thousand Dollars and 00/100 Dollars (\$500,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/25 to 12/31/25
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Kendall County
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Debbie Gillette County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Kendall County in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Kendall County at a meeting held on 12/17/24
Governing Body Type Name of Local Public Agency Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of December, 2024
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 12/17/2024
Subject: Fox Fiber funding
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval of an agreement to provide funding to Fox Fiber for professional costs associated with the County's broadband project.

Board/Committee Review:

Discussion and approval to forward to County Board at the Dec. 12 Committee of the Whole

Fiscal impact:

Up to \$80,000 from ARPA funds

Background and Discussion:

As part of the County's effort to build a public broadband network, a not-for-profit corporation, Fox Fiber NFP, has been established. Fox Fiber will be the network owner and developer until all debt is paid, at which time the network ownership would revert to the County. We are in the process of drafting the various legal agreements required for the program and vetting the financial analysis. As a separate party from the County, with its own Board of Directors, it is appropriate for Fox Fiber to retain its own legal counsel and potentially a financial adviser. This agreement would allow the County to reimburse for these professional services until the close of financing, at which time they will have separate funds to cover these costs. Similar to the Predevelopment Agreement with Pivot Tech, the agreement allows the County to recoup these expenditures from Fox Fiber at a future date.

Staff Recommendation:

Approval of an Agreement with Fox Fiber NFP for ARPA funds not to exceed \$80,000.

Attachments:

Agreement

AMERICAN RESCUE PLAN ACT FUNDING AGREEMENT

This Funding Agreement (the “Agreement”) is made and entered into as of this 17th day of December, 2024, by and between Kendall County, a political subdivision of the State of Illinois, hereinafter referred to as the “County”, and Fox Fiber NFP, a nonprofit corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the “Company”.

RECITALS

WHEREAS, on March 11, 2021, and the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States, and pursuant to the ARPA award and terms and conditions provided by the U.S. Treasury Department and executed by the County on May 18, 2021 (the “ARPA Agreement”), ARPA funds allocated to the County may be used for, among other things, expenditures related to the expansion of broadband internet; and

WHEREAS, the Company was organized as an Illinois nonprofit corporation on June 26, 2024 for the sole purpose of financing a portion of the design, development, installation and operation of a broadband network to provide service throughout the County (the “Project”) through the issuance of tax-exempt revenue bonds (“Bonds”), title which will vest in the County upon discharge of the Bonds;

WHEREAS, Company has requested that the County provide Company with ARPA funds to be used pay certain expenditures incurred by the Company relating to the Project in accordance with Treasury Guidance to fund the eligible expenditures incurred by the Company (the “Expenditures”); and

WHEREAS, the County and the Company desire to enter into this Agreement to establish their mutual rights and obligations with respect to joint participation in the funding of the expenditures with ARPA revenues received by the County pursuant to the ARPA Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the Company agree as follows:

Section 1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Illinois, including expressly (but not limited to) the Counties Code (55 ILCS 5/, et. al.).

Section 2. County Contribution Toward Expenditures. The County hereby agrees that it shall allocate certain funding available under the ARPA Agreement as set forth below:

(a) *Eligible Expenditures.* The Company has identified the Expenditures as expenses which have been incurred that qualify in accordance with the Treasury Guidance and the APRA Agreement. Expenditures may include expenses incurred prior to the effective date of this Agreement so long as they are otherwise eligible for ARPA funding and comply with Section 2(c), hereof.

(b) *County Contribution Toward Funding.* The County shall pay or reimburse the Company for actual costs incurred to pay Expenditures which are limited to the costs of initially organizing and operating the Company so it may undertake the Project, including certain costs of professional services in the amount not to exceed \$80,000.

(c) *Invoice and Payment.* The County shall reimburse the Company for Expenditures described in Section 2(b), in accordance with the Local Government Prompt Payment Act for payment that meets the requirements of this Section 2(c). The Company applications for payment shall be submitted as written requests to the County Administrator and shall:

(i) identify all Expenditures paid or requested to be paid by the Company in accordance with the requirements identified in the ARPA Agreement and the Treasury Guidance, and all future guidance released by the U.S. Treasury Department;

(ii) demonstrate that all Expenditures reflect eligibility as defined within the ARPA Agreement and the Treasury Guidance; and

(iii) include detailed invoices (indicated as paid with reference to date of payment and check number), copies of cancelled checks (front & back) and a completed W-9, and any other documentation acceptable to the County reasonably necessary to identify the Expenditures incurred and funded by the Company.

(d) *Use of County Payments.* The Company shall use the funds paid by the County to the Company hereunder solely for the purpose of payment of or reimbursement for Expenditures as provided herein.

(e) *Reimbursement to County for Ineligible Expenditures.* In the event that the State of Illinois or the United States, or any department thereof, determines that any Expenditure funded pursuant to this Agreement is ineligible for such funding for any reason, the Company shall reimburse to the County one hundred percent (100%) of such Expenditure and any interest thereon that is due and owing to the State of Illinois or the United States. Once notified by the County of such a determination of ineligibility, the Company shall pay such reimbursement to the County within thirty (30) days. The obligation of the Company pursuant to this Section 2(e) shall survive the termination of this Agreement.

(f) *Records and Accounting.* The Company shall maintain records of the receipt and use of ARPA funds in accordance with general accepted governmental

accounting principles and shall allow access to such records by the County, the Clerk to the County Board and their independent auditors, for purposes of verifying the legal use of ARPA funds.

Section 3. Term and Termination. This Agreement shall take effect as of its date set forth above, unless terminated for cause in accordance with applicable law, this Agreement shall terminate on December 31, 2025. Reimbursement shall only apply only to expenditures incurred prior to December 31, 2025.

Section 4. Amendments; Enforcement. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County Board and by the Company, and only if properly executed by all the parties hereto. The parties to this Agreement shall have all legal and equitable remedies provided by Illinois law for enforcement hereof.

Section 5. Miscellaneous Provisions.

(a) *Notices.* Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is sent no later than 5:00 p.m. central time on a business day, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To County:

Kendall County, Illinois
111 West Fox Street
Yorkville, Illinois 60560
Attn: Christina Burns, County
Administrator
Email: cburns@kendallcountyil.gov

with a copy to:

State's Attorney of Kendall County,
Illinois
807 West John Street
Yorkville, Illinois 60560
Attn: Eric Weis
Email: eweis@kendallcountyil.gov

To Company:

Fox Fiber, NFP
6674 E 118th Ct.
Thornton, CO 80233

Any party shall change its address for purposes of this Section 5(a) by giving written notice as provided in this Section 5(a). All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 5(a).

(b) *Validity.* The County and the Company each represents and warrants to the other its respective authority and power under Illinois law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The Company and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, or in the case of the Company, by its duly authorized officer, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

(c) *No General Obligation; Availability of Funds.* Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the Company, the County or the State of Illinois or any political subdivision thereof within the meaning of the Constitution and laws of the State of Illinois, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Agreement. The County intends to fund the reimbursements to be made hereunder with legally available ARPA funds. The obligations of the County to pay or reimburse the Company for Expenditures hereunder is subject to the discretion of the County Board to budget legally available ARPA funds, in amounts sufficient to fund the Expenditures described in Section 2, hereof. To the extent of any conflict between this Section 5(c) and any other provision of this Agreement, this Section 5(c) shall control.

(d) *Further Assurances.* Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

(e) *Assignment; Successors and Assigns.* The Company may not assign any of its rights or delegate any of its obligations hereunder without the prior approval of the County, which may be withheld in its sole and absolute discretion. Any purported assignment or delegation in violation of this Section 5(e) shall be null and void. No assignment or delegation shall relieve the Company of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

(f) *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein,

express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) *Governing Law.* This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

(h) *Illinois Freedom of Information Act.* As a government agency, County is subject to the Illinois Freedom of Information Act (Illinois FOIA) or 5 ILCS 140/1, et. seq., as amended. Therefore, the Company's records and work product are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm. If any such proprietary, privileged, or confidential information or data is included in the Company's work product, each page that contains this information or data should be marked as such (e.g. "Proprietary and Competition Sensitive") in order to indicate Company's claim to an exemption provided in the Illinois FOIA. Company shall timely cooperate with the County in complying with Illinois FOIA. It is County's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA.

(i) *Discrimination.* Company covenants and agrees that, (i) in the furnishing of the Services to County hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and (ii) Company shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section 5(i), County shall have the right to terminate this Agreement.

(j) *Public Entity Crime.* Any Person or affiliate, as defined in the Illinois Statutes, shall not be allowed to contract with County, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the Solicitation, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the Solicitation, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with County obtained in violation of this Section 5(j) shall be subject to termination for cause.

(k) *Conflict of Interest.* Both parties affirm no County officer or elected official has a direct or indirect pecuniary interest in the Company or this Agreement, or, if any County officer or elected official does have a direct or indirect pecuniary interest in the Company or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

(l) *Information Reporting.* In accordance with 35 ILCS 200/18-50.2, Company shall notify County, in writing, (1) whether Company or any of its subcontractors is a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.); and (2) whether Company or any of its subcontractors holds any certifications for those categories or if they are self-certifying. If Company or any of its subcontractors self-certifies, Company shall notify County in writing whether Company or any of its subcontractors vendor qualifies as a small business under federal Small Business Administration standards.

(m) *Submission to Jurisdiction.* The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of, relating to, or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal or state courts of the State of Illinois, so long as such courts shall have subject-matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Illinois. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set out in Section 5(a) shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(n) *Waiver of Jury Trial.* EACH PARTY HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY.

(o) *Interpretation and Construction.*

(i) The parties acknowledge that in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in drafting this Agreement. The fact that the first draft of this Agreement was prepared by County's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any rule of construction that requires any ambiguities to be interpreted

against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(ii) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(iii) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

(iv) All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

(p) *Severability.* If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(q) *Entire Agreement.* This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(r) *Amendments.* This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(s) *Waiver.* No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(t) *Remedies Not Exclusive.* Except as may otherwise be expressly provided in this Agreement: (a) the exercise of one or more of the rights and remedies under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity; and (b) damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or

threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

(u) *Days; Performance on a Saturday, Sunday, or Holiday.* Whenever the term “day” is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A “business day” shall mean any weekday except for those weekdays that a banking institution within the State of Illinois is required by said state to be closed (a “Holiday”). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed, or notice given on the following business day.

(v) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(w) *Time of the Essence.* Time is of the essence in the performance of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF KENDALL, ILLINOIS

By: _____
Name: _____
Its: _____

FOX FIBER, NFP,
an Illinois nonprofit corporation

By: _____
Name: _____
Title: _____

ATTEST:

Debbie Gillette
Kendall County Clerk



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 12/17/2024
Subject: Miscellaneous HVAC Renovations
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

Committee of the Whole

Fiscal impact:

The cost of the Health & Human Services building and Courthouse HVAC Renovations totals \$794,966 (including base bid, alternate for additional VAVs at courthouse, contingency, A/E and minimal construction administration) and will be covered by ARPA.

The cost of the Walk-in Cooler and Freezer for the Public Safety Center Jail Kitchen portion of the project = \$154,933 (\$118,800 base bid + \$28,850 alternate for new concrete slab + \$7,283 contingency) and will be covered by the Jail's Commissary Fund.

Background and Discussion:

1. Miscellaneous HVAC Renovations Project Scope of Work:

Health and Human Services

- Remove & Replace Roof-top Unit 1 (controls heating & cooling for 1st floor of HHS)
 - Remove & Replace Roof-top Unit 2 (controls heating & cooling for 2nd floor of HHS)
- Note: Both existing units are over 22-years old with increased service costs over the past few years and have gone down completely multiple times. A crane will be needed to remove and replace equipment, but no other scope needed to complete this portion of the project.*

Courthouse

- A/C Unit 4: Temperature control for the server room in the judicial hallway.
Note: This scope includes the removal and installation of new ceiling grid.
- A/C Unit 5: Temperature control for the UPS room and breaker panels in the basement.
- (9) Variable Air Volume Units: Courtrooms 111, 112, and 113 (three per courtroom).

Note: (6) VAVs are in the base bid, (3) VAVs are in the alternate (one per courtroom). These VAVs are old and are experiencing many repair issues. In addition to the removal and replacement of VAVs, this scope of work includes the repositioning of them, so they are easier to access for repairs and preventative maintenance. Scope also includes new ceiling grids around affected areas.

- New Split system: This split system will be located on the second floor of the courthouse and will supply the temperature control for the second floor's new IT core server room.

Public Safety Center

- Walk-in Cooler and Freezer for the Public Safety Center Jail Kitchen

Note: Scope includes the shell of the cooler/freezer as well as the compressors on the roof. This unit is 34-years old and has been experiencing an increase in service issues with high repair costs due to the 24/7 nature of the Jail operations. The alternate includes installing a new concrete pad to address the fact that the existing cooler does not have a cooler floor which decreases efficiency and increases ice build-up on the floor when it is not insulated and separate from the surrounding areas.

2. Bid Process/Recommendation

The Kendall County Misc HVAC Renovations was put out to Bid on November 7, 2024. Over 20 Trade Contractors were notified and sent invitations, and of those contacted, 10 contractors were responsive and attended our Pre-Bid walkthrough on November 14, 2024. Ultimately, at the bid opening date of November 22, 2024, we received 6 Bids. The bids were opened and were read aloud and recorded as illustrated in the attached official Bid Tabulation document. The lowest responsive and responsible bidder was 1 Source Mechanical Inc. Their base bid including alternates was **\$880,380**.

Cordogan Clark has conducted a project scope review with 1 Source Mechanical Inc. to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed the project scope review sheets in full. Cordogan Clark also reviewed their qualification statement and references and are satisfied that they meet our recommended standards. As such, it is our recommendation that 1 Source Mechanical Inc. be awarded the Misc. HVAC Renovations project for **\$880,380**. as noted above.

The project will also have a Contingency of 5% which equates to **\$44,019** for any potential unforeseen work. Thus, the total value of the project, including contingency, limited CM Site Supervision, CM & AE Fees and other Reimbursables is **\$949,899** as illustrated in the attached Bid Analysis & Budget Sheet.

Staff Recommendation:

Review and Approve.

Attachments:

Cordogan Clark Miscellaneous HVAC Bid Recommendation



December 6, 2024

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

RE: Kendall County Misc HVAC Bid Recommendation (RTU & Mini Splits)

Dear Mr. Polvere:

The Kendall County Misc HVAC Renovations (RTU & Mini Splits) was put out to Bid on November 7, 2024. Over 20 Trade Contractors were notified and sent invitations, and of those contacted, 10 contractors were responsive and attended our Pre-Bid walkthrough on November 14, 2024. Ultimately, at the bid opening date of November 22, 2024, we received 6 Bids. The bids were opened and were read aloud and recorded as illustrated in the attached official Bid Tabulation document.

The lowest responsive and responsible bidder was 1 Source Mechanical Inc. Their base bid including alternates was \$880,380.00

We have done a project scope review with 1 Source Mechanical Inc. to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed our scope review sheets in full. We also reviewed their qualification statement and references and are satisfied that they meet our recommended standards. As such, it is our recommendation that 1 Source Mechanical Inc. be awarded the Misc. HVAC Renovations project for **\$880,380.00** as noted above.

The project will also have a Contingency of 5% which equates to \$44,019.00 for any potential unforeseen work, that Cordogan Clark (CC) will monitor and utilize as needed, to account for items that may arise on the project. Thus, the total value of the project, including contingency, limited CM Site Supervision, CM & AE Fees and other Reimbursables is **\$949,899.00** as illustrated in the attached Bid Analysis & Budget Sheet. As a gesture of goodwill, Cordogan Clark Construction will NOT charge a Construction Management Fee on this project.

Thank you for this opportunity to serve Kendall County on this critical project. Should you agree with the above information and wish for our Team to proceed with the Contract Execution and Project Execution, please execute this document at the signature line provided and return a copy to me for our records.

Respectfully submitted,

Cordogan Clark

Brian Kronewitter, AIA, DBIA
Principal / Executive Vice President

County of Kendall Approval:

BY:

DATE:

Its representative

Kendall County
Misc HVAC Renovations (RTU & Mini Splits)
Bid & Budget Analysis - HVAC Bid Package

December 6, 2024



| Bidder's Name | Base Bid | Accepted Alts. | Total Base Bid + Alts. | Notes |
|---|------------------|-------------------|---------------------------|-----------------------------|
| BP #1 - HVAC | | | | |
| 1 Source Mechanical, Inc. | \$832,250 | \$48,130 | \$880,380 | Include Alt. #1 & Alt. #2 |
| RJ O'Neil Mechanical Contractors | \$835,368 | \$46,112 | \$881,480 | |
| MG Mechanical Contracting | \$783,000 | \$110,000 | \$893,000 | |
| F.E. Moran, Inc. | \$834,000 | \$149,800 | \$983,800 | |
| Artlip & Sons | \$986,400 | NO BID | \$986,400 | |
| Amber Mechanical Contractors, Inc. | \$979,000 | \$55,000 | \$1,034,000 | |
| Total Recommended Lowest Qualified Bids or Estimated Cost: | | | \$880,380 | \$0.00 |
| TOTAL COSTS - SUBCONTRACTORS: | | | \$880,380 | |
| General Conditions & General Requirements: | | | \$15,000 | Limited on Site Supervision |
| Precon Fee: | | | \$1,000 | Approved LS Cost |
| SUBTOTAL BUILDING COST: | | | \$896,380 | |
| Architectural & Engineering Fees | | | \$9,000 | Approved LS Cost |
| Other Reimbursables | | | \$500 | |
| SUBTOTAL BUILDING COST INCLUDING DESIGN: | | | \$905,880 | |
| Contingency: | | | \$44,019 | 5% |
| TOTAL ESTIMATED PROJECT COST: | | | \$949,899 | |

Bid Package #1 - Mechanical

Kendall County Misc HVAC Renovations (RTU & Mini Splits)

December 6, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addendum | Base Bid | Alt #1 FPB's & ductwork serving courtroom vestibules 1035, 1074, 1100 | Alt #2 Floor slab at the replaced cooler location | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|----------|-----------|---|---|---------------------------------|
| 1 Source Mechanical, Inc. DeKalb, IL | X | X | 1-2 | \$832,250 | \$19,280 | \$28,850 | \$880,380 |
| RJ O'Neil Mechanical Contractors Montgomery, IL | X | X | 1-2 | \$835,368 | \$23,584 | \$22,528 | \$881,480 |
| MG Mechanical Contracting Woodstock, IL | X | X | 1-2 | \$783,000 | \$82,000 | \$28,000 | \$893,000 |
| F.E Moran, Inc. Downers Grove, IL 60515 | X | X | 1-2 | \$834,000 | \$131,000 | \$18,800 | \$983,800 |
| Artlip & Sons Aurora, IL | X | X | 1-2 | \$986,400 | NO BID | NO BID | \$986,400 |
| Amber Mechanical Contractors, Inc. Alsip, IL | X | X | 1-2 | \$979,000 | \$44,000 | \$11,000 | \$1,034,000 |
| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | | \$880,380 |



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 12/17/2024
Subject: Phase 1 Contingency Reduction #11
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Approve

Board/Committee Review:

N/A

Fiscal impact:

\$ 5,222 reduction of Phase I Contingency. The remaining contingency is \$ \$14,980.

Background and Discussion:

Contingency Reduction #11 includes:

- 1) Credit unused allowance from Lite Construction
- 2) Material and Labor regarding Installation of IT Storage Cabinets in Basement
- 3) Credit unused allowance from Plainfield Grading
- 4) Demolition at (2) basement doors & architectural finish applied to walls
- 5) Re-staking of the curb in the North lot
- 6) Credit unused allowance from Twin Oaks Landscaping

The total request for Contingency Reduction #11 is \$ 5,222 with revised contract amounts as follows. **The current available contingency is \$ \$14,980.**

- | | | |
|--------------------------|-------------|--|
| • Lite Construction: | \$2,243,866 | (\$ 6,187 - \$2,570 credit = \$3,617 increase) |
| • Plainfield Grading: | \$ 630,904 | (\$ 3,000 credit) |
| • Premium Concrete: | \$ 777,509 | (\$ 9,000 increase) |
| • Abbey Paving | \$ 412,566 | (\$ 605 increase) |
| • Twin Oaks Landscaping: | \$ 96,534 | (\$ 5,000 credit) |

Staff Recommendation:

Review and Approve

Attachments:

Contingency Reduction #11

CONTINGENCY REDUCTION

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

PROJECT: Phase One New Office Building

CONTINGENCY REDUCTION #: CR-011REV

CLIENT: Kendall County
111 W. Fox Street
Yorkville, IL 60560

DATE: 12/9/2024
CONTRACT DATE:
PROJECT #: 221071

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
960 Ridgeway Avenue
Aurora, IL 60506

The Contract is changed as follows:

| | |
|---|----------------|
| 1. Lite Construction | |
| Credit unused allowance | (\$2,570.00) |
| PR24 Material & labor for cabinets | \$6,187.00 |
| New Contract Amount | \$2,243,866.00 |
| 2. Plainfield Grading | |
| Credit unused allowance | (\$3,000.00) |
| New Contract Amount | \$630,904.00 |
| 3. Premium Concrete | |
| Demo at two basement doors & architectural finish applied to walls. | \$9,000.00 |
| New Contract Amount | \$777,509.00 |
| 4. Abbey Paving | |
| Re-staking of the curb in the north lot. | \$605.00 |
| New Contract Amount | \$412,566.00 |
| 5. Twin Oaks Landscaping | |
| Credit unused allowance | (\$5,000.00) |
| New Contract Amount | \$96,534.00 |

SUB-TOTAL FOR CONTINGENCY REDUCTION: \$5,222.00

| | |
|--|--------------------|
| The Original Contingency was: | \$505,200.00 |
| Net Change by previously authorized Contingency Reductions: | \$484,998.00 |
| The Contingency prior to this reduction was: | \$20,202.00 |
| The Contingency will be decreased by this reduction in the amount of: | \$5,222.00 |
| The new Contingency with this reduction will be: | \$14,980.00 |
| The Contract Time will be (increased) (decreased) (unchanged) by: | (0) days |
| The date of Substantial Completion as of the date of this Allowance Reduction, therefore is: | unchanged. |

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

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
960 Ridgeway Avenue
Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
111 W. Fox Street
Yorkville, IL 60560

By: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/17/2024

Subject: 3-Year Trane Service Agreement for Building Automation Systems (BAS) at Courthouse, Public Safety Center and Health & Human Services buildings.

Prepared by: Dan G. Polvere

Department: Facilities Management

Action Requested:

Review and Approve

Board/Committee Review:

Committee of the Whole

Fiscal impact:

Total 3-Year Expense = \$50,072.19

\$16,690.73 from Equipment line item in the FY 2025 Facilities Management Budget

\$16,690.73 from Equipment line item in the FY 2026 Facilities Management Budget

\$16,690.73 from Equipment line item in the FY 2027 Facilities Management Budget

Background and Discussion:

The Trane BAS system is proprietary and has been in place at the John St. Campus for over 20-years. All software updates, subscription license renewals, parts procurement and service must be provided by Trane and performed by certified Trane technicians. Therefore, the following scope of work was not able to be competitively bid.

Scope of Work: Annual Trane Service Agreement for BAS systems at the Courthouse, Public Safety Center and Health & Human Services buildings will include on-site & remote building automation controls systems inspections, software updates & subscription license renewals, BAS controls training for staff, graphics review & changes due to new equipment, database back-ups and priority response for service.

Staff Recommendation:

Review and Approve

Attachments:

Trane Connected Building Select Agreement



TRANE CONNECTED BUILDING SELECT AGREEMENT

Trane Office

Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527

Company Name

Kendall County
804 W John St. Suite B
Yorkville, IL 60560

Trane Representative

Jason Jameau
Cell: (630) 642-8756
Office: (630) 734-3200

Site Address

Kendall County
807 W John St
Yorkville, IL 60560

Proposal ID

7900042

Service Contract Number**Contact Telephone Number for Service**

(630) 734-3200



October 16, 2024



EXECUTIVE SUMMARY



Research has shown that regular maintenance can:

| | |
|--|---------|
| Cut unexpected breakdowns by | 70-75%* |
| Reduce downtime by | 35-45%* |
| Lower equipment repairs and maintenance costs by | 25-30%* |
| Reduce energy consumption by | 5-20%* |

* Source: FEMP O&M Guide – July 2004

Connected Building Services

Gain a more proactive approach to maintaining and optimizing your building. Using your building's data and Trane's analytics, you'll receive dashboards in Trane Connect™ that help you understand how your building is performing. We can also establish an energy use and cost baseline, because the first step to improvement is knowing where things currently stand.

A data driven point of view...

- Trane® Connect™ is a secure, cloud-based customer portal to access your building systems for remote monitoring, building management and routine maintenance through the use of dashboards and other reports.
- Digital Analytics are running 24/7/365, collecting data from your connected equipment and better arming your technician with added insights into your building performance
- Understand how HVAC performance impacts your energy profile with utility data assessment
- Remote inspections to enhance until performance visibility and schedule o-demand virtual maintenance and troubleshooting as well as having more facts to asses operational decisions and service/maintenance trade-offs



Key Elements of this service

| | | |
|--------------------------------------|---|--|
| <p>Utility Benchmarking Analysis</p> | <p>Building & Energy Performance Summary Dashboards</p> | <p>Building Performance Assessment</p> |
|--------------------------------------|---|--|

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



GETTING CONNECTED

Whether your Trane Service relationship is new or you've been a customer for many years, it is easy to connect your HVAC equipment to Trane Connect™ Cloud.

Utilizing the controls that are already part of your HVAC Equipment either directly or via your Trane BAS, you can easily connect your building to the cloud and send data from your HVAC Equipment to Trane Connect.




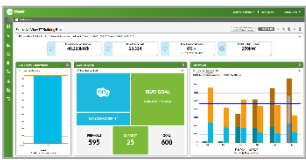


Advantages:

- **Empower your Trane Technician:** Utilizing the data collected in the cloud and the Trane Digital Inspection Toolbox, your Trane Technician will be able to remotely inspect your equipment.
- **Access your HVAC equipment anywhere:** Additionally, Trane can setup remote access to your Trane BAS, Chiller Plant, Chillers or other HVAC equipment for unlimited users from your organization.
- **Flexible & Secure Connectivity Options:** Connect via your organization's network or utilizing Trane's cellular solution.

CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to “see” what’s not physically evident using trend data that’s illustrated via dashboards in Trane Connect™. It’s a deeper level of information that enables you to understand what’s happening at the system level—so technicians can address root causes instead of the symptoms. You’ll get more bang from your service budget.

Available Trane Connect Applications

| | | | |
|---|--|--|---|
|  | Remote Access - Control and manage your equipment, spaces and buildings while optimizing performance <i>(Note: included for all Trane Controls customers)</i> |  | Reports - Measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further. |
|  | Service - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary. |  | Dashboards - Visualize and track the information most important to you, including opportunities for optimization and improvement. |
|  | Building & Energy Applications - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. <i>(Note: requires separately connected Live Meter)</i> |  | Utility Management - Access to your energy use intensity and cost intensity analysis. <i>(Note: requires utility bill access)</i> |

Included with your agreement, you'll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.



ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



REMOTE INSPECTIONS AT BUILDING LEVEL

Enhance unit visibility and inform necessary on-site service events with on-demand and scheduled virtual inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers.

Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected equipment via building performance reports

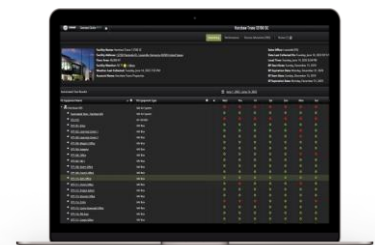


PERFORMANCE CHECK-INS

Gain the peace of mind you'd get with a "traditional clip-board review" from your staff with the added expertise of Trane technicians—without the added expense of on-site service visits. A virtual "walk-through" inspection of equipment, systems or a building—based on a predetermined schedule.

Implementation:

- Regular reviews of critical equipment and systems
- Early detection of issues to prevent downtime and catastrophic failure





UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.

Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait



Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

***BCU Software updates performed by a Trane technician, are proprietary to Trane. ***

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers
- These updates also ensure the system is current and help ensure a layer of Cybersecurity

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features





OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely with connection or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality



Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices
- First 30 minutes of phone support is free.

ALARM LOG REVIEW

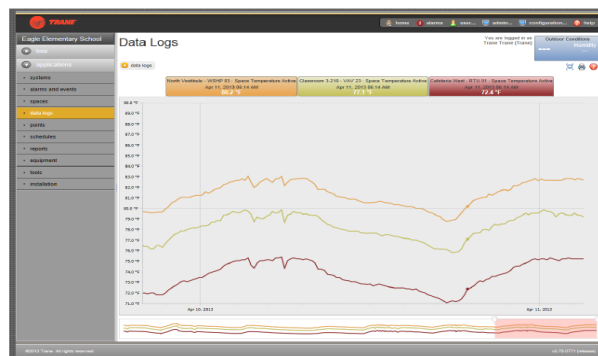
Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: as stated in the Agreement





SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs

Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it



Implementation:

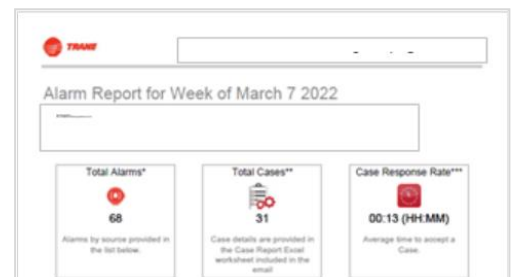
- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern

ACTIVE MONITORING

Safeguard against equipment faults that can cause downtime or system failure with real-time monitoring. Continuous digital observation and automated notification of any deviation in the performance of critical building parameters.

Implementation:

- 24/7 tracking by Trane professionals
- Alerting and alarms based on your rules
- Analysis of alarm trends to identify potential root cause issues
- Regular reports of alarms





CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement

LOCAL REMOTE SUPPORT AS AN ADDED VALUE

Local Remote Support: (630) 734-3200 (Monday – Friday 7 am to 4 pm)

***Available with remote connection only ***

- Trane shall remotely diagnose issues (up to 30 minutes) via out of the BAS energy center in Willowbrook, IL
- Trane to assist customer in resolving issue related to their BAS system.
- Update assigned technician(s) of system problems, system modification, as well as coordinate dispatching as required.



CONTROL LOOP TUNING

Loop Tuning assures the system is operating at peak performance for the upcoming season.

Advantages:

- **Empower your Trane Technician:** Operators may make manual changes during the heating or cooling season to accommodate comfort requirements
- **Tuning:** During Control Loop Tuning, any changes made in the previous months are reviewed and adjusted to accommodate changing seasonal conditions.
- **Flexible & Secure Operations:** The operation of mechanical loop components is verified as well.



SYSTEM ANALYSIS AND REVIEW

Trane will review the building automation system to minimize software problems and identify and correct programming errors, failed points, points in alarm, and points that have been overridden.

Software Optimization improves system efficiency, assures compliance with specified conditions, and reduces risk of costly and disruptive system problems

Advantages:

- **Empower your Trane Technician:** Operators may make manual changes during the heating or cooling season to accommodate comfort requirements
- **Access your HVAC equipment anywhere:** During Control Loop Tuning, any changes made in the previous months are reviewed and adjusted to accommodate changing seasonal conditions.
- **Flexible & Secure Connectivity Options:** The operation of mechanical loop components is verified as well.





HVAC EQUIPMENT COVERAGE

Kendall County Courthouse

The following "Covered Equipment" will be serviced at Kendall County Courthouse: 807 W John St. Yorkville 60560

| Equipment | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|-----------|-----|--------------|--------------|---------------|-----------|
| Tracer SC | 1 | Trane | X136516980 | E21D09746 | |

| Equipment | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|-----------|-----|--------------|--------------|---------------|-----------|
| Tracer SC | 1 | Trane | X402501250 | NS-22299826 | |

Kendall County Public Safety Building

The following "Covered Equipment" will be serviced at Kendall County Public Safety Building: 1102 Cornell Lane Yorkville, IL 60560

| Equipment | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|-----------|-----|--------------|--------------|---------------|-----------|
| Tracer SC | 1 | Trane | X136516980 | E19D71955 | |

Kendall County Health Department

The following "Covered Equipment" will be serviced at Kendall County Health Department: 811 W John St. Yorkville, IL 60560

| Equipment | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|-----------------|-----|--------------|--------------|---------------|-----------|
| Tracer SC | 1 | Trane | X136516980 | NS-22299824 | |
| Tracer Ensemble | 1 | Trane | X402501250 | E21C00803 | |

Tracer™ SC System Controller






SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

| | |
|--|-----------------|
| One (1) On-Site BAS Building Automation Control Systems Inspection | Yes |
| One (1) Remote BAS Building Automation Control Systems Inspection | Yes |
| One (1) Ensemble Inspection and update software on Kendall County's server | Yes |
| Ensemble Management System (SMP) Software Maintenance Plan Updates to the latest version (3) year subscription license Trane service to provide Necessary and recommended to stay update to date on latest version on Kendall County's server | Yes |
| Owner / User BAS Controls Training included as part of agreement | Yes |
| SC+ BAS Software Updates to the latest version A/R. ***Proprietary to Trane*** necessary and recommended during the operating inspection. Note: Each SC+ for a total of 4 will require the (SMP) Updates | Yes |
| BAS Technical Local Remote Phone Support Service (7 am – 4 pm M-F) ** Available with connection ** | Yes |
|  XOi Vision Technology as part of the agreement. | Yes |
| SC Database Backups to prevent major downtime of the building | Yes |
| Priority Response for service A/R 630-734-3200 | Yes |
| Discounted Repair Labor | Quoted/Billable |
| Discounted Replacement Parts | Quoted/Billable |
| Trane commercial safe work practices and guidelines | Yes |



PRICING AND ACCEPTANCE

Dan Polvere
Kendall County

Site Address:
Kendall County Courthouse
807 W John St
Yorkville, IL 60560

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Connected Building Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

| Contract Year | Annual Amount USD | Payment USD | Payment Term |
|---------------|-------------------|-------------|--------------|
| Year 1 | \$16,690.73 | | |
| Year 2 | \$16,690.73 | | |
| Year 3 | \$16,690.73 | | |

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning January 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2027, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 7100 South Madison, Willowbrook, IL 60527.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.



Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

| CUSTOMER ACCEPTANCE | TRANE ACCEPTANCE Trane U.S. Inc. |
|---------------------------|-------------------------------------|
| _____ | _____ |
| Authorized Representative | Submitted By: Jason Jameau |
| _____ | Proposal Date: October 16, 2024 |
| Printed Name | Cell: (630) 642-8756 |
| _____ | Office: (630) 734-3200 |
| Title | License Number: |
| _____ | _____ |
| Purchase Order | Authorized Representative |
| _____ | _____ |
| Acceptance Date | Title |
| | _____ |
| | Signature Date |

The Initial Term of this Service Agreement is 3 years, beginning January 1, 2025.
Total Contract Amount: \$50,841.99 USD.

Parts Contingency Opt-Out

☐ By checking this box, you have indicated that you have chosen to opt-out of the 10% parts contingency. Repairs and/or additional services that Trane deems necessary will be quoted separately in addition to this proposal.

Signature: _____



TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.



15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

| | |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability | \$2,000,000 CSL |
| Workers Compensation | Statutory Limits |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0724)
Supersedes 1-26.130-7 (0821)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. **Terms Supplemental.** These terms and conditions ("CAP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application ("CAP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.
2. **Definitions.**

"Malicious Code" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

"Customer Data" means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.

"Users" means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.
3. **Software as a Service CAP Subscription.** Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The CAP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term.
4. **Subscription Term.** The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).
5. **Customer's Responsibilities.** Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer's facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.
6. **Cancellation.** In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.
7. **Customer Breach; Termination.** Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. Upon termination, Customer shall not be entitled to any refund of the price paid to Company.
8. **Availability.** Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.
9. **Software Upgrades.** Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.
10. **Database Backup.** Short term and long term database backups are performed at the sole discretion of the Company.
11. **Data Collection.** Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer's responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.
12. **Ownership of Data.** All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at <https://www.tranetechnologies.com/privacy-policy.html>.
13. **Data Retention.** Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.
14. **Communications – Analog Modem Facilities.** Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.
15. **Communications – Ethernet.** Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not



be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

(111822)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

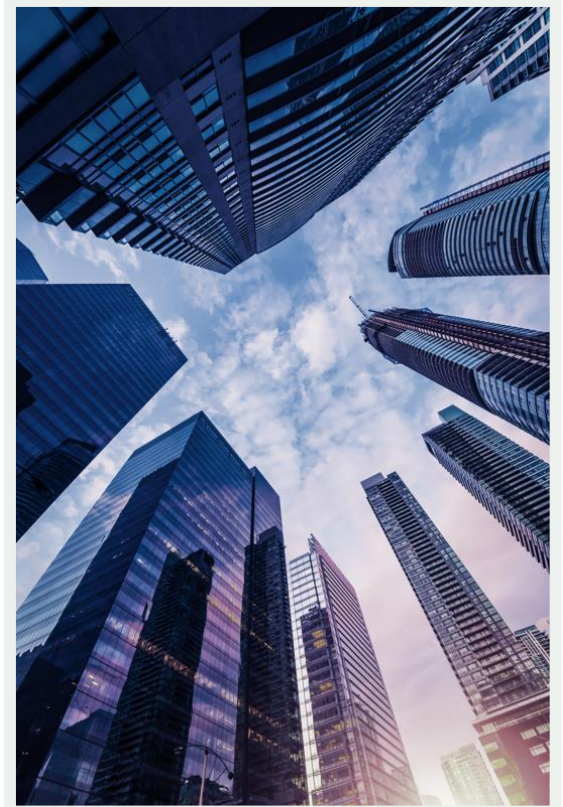
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: CB

Description

- Review Schedules Customer
- Review Overrides
- Backup SC+
- Review Alarm Log
- Wireless Support
- Owner Training
- Graphics Review

Service 2: Upgrade Tracer Ensemble Software Onsite

Description

- Coordination with Customer Upgrade Timing
- Back Up Database
- Install New Tracer Ensemble Software Version
- Verify BAS Configuration, Programming and Graphics
- Backup System
- Train Customer on New Tracer Ensemble Features

Service 3: Remote Running Inspection

Description

- Remote Running Inspection (RSS)



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 12/17/2024
Subject: Phase II County Office Building Renovations Bids
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

Committee of the Whole

Fiscal impact:

Total cost of \$9,920,889 to be paid from the Building Fund, with a portion related to HVAC work expensed to ARPA.

Background and Discussion:

The Phase II County Office Building Renovation project was put out to bid on October 31, 2024. Over 850 Trade Contractors were notified and sent invitations to bid for the project. At the bid opening date of November 26, 2024, we received multiple bids on Bid Packages 1, 3, 5, 6, 7, 8, 9, and 10. We did not receive enough qualified proposals for Bid Package 2 (structural steel) to open at that time, so this one was not read out loud, or recorded. The bid due date was extended for this package in order to get competitive pricing. The final bid opening for Bid Package 2 occurred on December 5, 2024, of which we had received pricing for the remaining package.

As shown on the Bid/Budget Analysis, Cordogan Clark has pursued additional cost items for the County Board to consider. We are recommending the following:

- Alternate #1: Terrazzo Multi Color Alternate
- Alternate #4: Revised Layout – First Floor Bathroom

The attached Bid Tabulations by each individual Bid Package and Financial Summary illustrates the recorded bids, including the aforementioned cost savings, as recommended value-based design options, accepted Bid Alternates and Voluntary Alternates and any other necessary adjustments, plus all other associated hard and soft costs and construction contingency.

The lowest responsive and responsible bidders that Cordogan Clark recommends being awarded Contracts and the Contract Values after value engineering and other adjustments and alternates is as follows:

- Bid Package 1 – General Trades – Lite Construction at \$2,581,470
- Bid Package 2 – Structural Steel – Guardian Steel at \$397,000
- Bid Package 3 – Asphalt, Pavers, & Site Concrete – Abbey Paving at \$246,970
- Bid Package 4 – Glass & Glazing Systems – CMM Group at \$814,371
- Bid Package 5 –Flooring – TSI Commercial Flooring at \$597,635
- Bid Package 6 – Fire Protection – Nelson Fire Protection at \$165,279
- Bid Package 7 – Plumbing – Omega Plumbing \$297,500
- Bid Package 8 – Mechanical – Artlip & Sons at \$876,300
- Bid Package 9 – Electrical – AWF, Inc. \$1,022,000
- Bid Package 10 – Landscaping – ASE Illini -Scapes at \$56,692

The overall project will also have a general contingency for the work that Cordogan Clark (CC) will manage as needed to account for items that may arise on the project. We recommend that a 5% construction contingency be set aside, which equates to a sum of \$379,611. Also, an allowance of \$140,000 has been included in the Project cost analysis for security systems, access controls and panic devices for future procurement. Thus, the total value of the Kendall County Phase Two Office Building, including contingency, miscellaneous other costs and soft costs is \$9,920,889.

Staff Recommendation:

Review and Approve.

Attachments:

Phase II Recommendation Letter From Cordogan Clark

December 10, 2024

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

RE: Kendall County Phase Two Office Building – Bid Groups 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 Bid Recommendation

Dear Mr. Polvere:

The Kendall County Phase Two Office Building was put out to bid on October 31, 2024. Over 850 Trade Contractors were notified and sent invitations to bid for the project. At the bid opening date of November 26, 2024, we received multiple bids on Bid Packages 1, 3, 5, 6, 7, 8, 9, and 10. We did not receive enough qualified proposals for Bid Package 2 to open at that time, so this one was not read out loud, or recorded. In the interest of Kendall County, we extended the bid due date for this package in order to get competitive pricing. The final bid opening for Bid Package 2 occurred on December 5, 2024, of which we had received pricing for the remaining package.

As shown on the Bid/Budget Analysis, Cordogan Clark has pursued additional cost items for the Kendall County to consider. We are recommending the following:

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- Alternate #4: Revised Layout – First Floor Bathroom

The attached Bid Tabulations by each individual Bid Package and Financial Summary illustrates the recorded bids, including the aforementioned cost savings, as recommended value-based design options, accepted Bid Alternates and Voluntary Alternates and any other necessary adjustments, plus all other associated hard and soft costs and construction contingency.

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Also, this Bid Analysis sheet illustrates the Bid vs Budget comparison to our estimate, and we are happy to report that this Total Project cost is \$91 below our estimated total.

Thank you for this opportunity to serve Kendall County on this critical project. Should you agree with the above information and wish for our Team to proceed with the Contract Execution and Project Execution, please execute this document at the signature line provided and return a copy to me for our records.
Respectfully submitted,

Cordogan Clark



Brian Kronewitter, AIA, DBIA
Executive Vice President

County of Kendall Approval:

BY:

DATE:

Its representative

Kendall County
Phase 2 County Office Building
Bid & Budget Analysis

December 10, 2024



| | | | GSF: | 21,678 | | | |
|---|--------------------|---|------------------------|---------------------|---|----------------|-----------------|
| Bidder's Name | Base Bid | Accepted Alts. + Contingency Allowances | Total Base Bid + Alts. | Delta From Estimate | Notes & Estimate Cost/SF | % Over / Under | Low Bid SF Cost |
| BP #1 - General Trades | Estimated Cost: | | \$3,340,264 | (\$758,794) | \$154.09 | -23% | \$119.80 |
| Lite Construction | \$2,597,000 | (\$15,530) | \$2,581,470 | | Accept Alt. #4 - Revised Layout, \$35K Alum. Hdwr Credit + \$8K Signage Allowance | | |
| R.L. Sohol | \$3,417,000 | | | | | | |
| BP #2 - Structural Steel | Estimated Cost: | | \$224,700 | \$172,300 | \$10.37 | 77% | \$18.59 |
| Guardian Steel | \$397,000 | | \$397,000 | | | | |
| Lite Construction | \$403,000 | | \$403,000 | | | | |
| Waukegan Steel | \$497,000 | | \$497,000 | | | | |
| BP #3 - Asphalt, Pavers, & Site Concrete | Estimated Cost: | | \$170,041 | \$76,929 | \$7.84 | 45% | \$11.39 |
| Abbey Paving | \$204,970 | \$42,000 | \$246,970 | | Added Wear Course Allowance | | |
| BP #4 - Glass & Glazing Systems | Estimated Cost: | | \$1,006,763 | (\$192,392) | \$46.44 | -19% | \$37.57 |
| CMM Group | \$764,371 | \$50,000 | \$814,371 | | Glass Hand & Guardrail + Alum. Door Hardware Allowance | | |
| BP #5 - Flooring | Estimated Cost: | | \$291,963 | \$305,672 | \$13.47 | 105% | \$27.57 |
| TSI Commercial Flooring | \$245,220 | \$352,415 | \$597,635 | | Added Multi-color Terrazzo + Alt. #4 | | |
| Douglas Floor Covering | \$259,900 | \$349,500 | \$609,400 | | Added Multi-color Terrazzo + Alt. #5 | | |
| Superior Floor Covering | \$416,500 | \$229,910 | \$646,410 | | Added Multi-color Terrazzo + Alt. #6 | | |
| Consolidated Flooring | \$275,332 | NO BID | | | Non Compliant Bid - Missed Terrazzo Alternate | | |
| BP #6 - Fire Protection | Estimated Cost: | | \$160,735 | \$4,544 | \$7.41 | 3% | \$7.62 |
| Nelson Fire Protection | \$165,279 | | \$165,279 | | Accept Alt. #4 - Revised Layout | | |
| Valley Fire Protection | \$174,800 | | \$174,800 | | Accept Alt. #4 - Revised Layout | | |
| BP #7 - Plumbing | Estimated Cost: | | \$208,858 | \$88,642 | \$9.63 | 42% | \$13.72 |
| Omega Plumbing | \$297,500 | | \$297,500 | | Alt. #4 - Revised Layout | | |
| John's Service & Sales | \$265,100 | | \$265,100 | | Non Compliant Bid - Missed Site Utilities | | |
| BP #8 - Mechanical | Estimated Cost: | | \$858,533 | \$17,767 | \$39.60 | 2% | \$40.42 |
| Artlip & Sons | \$876,300 | | \$876,300 | | Alt. #4 - Revised Layout | | |
| Key West Metal Industries | \$639,000 | | \$639,000 | | Missing Scope - Non Compliant Bid | | |
| John's Service & Sales | \$897,800 | | \$897,800 | | Alt. #4 - Revised Layout | | |
| F.E. Moran | \$949,000 | \$2,300 | \$951,300 | | Alt. #4 - Revised Layout | | |
| Flo-Tech Mechanical Systems | \$954,000 | | \$954,000 | | Alt. #4 - Revised Layout | | |
| MG Mechanical | \$963,000 | \$2,000 | \$965,000 | | Alt. #4 - Revised Layout | | |
| Amber Mechanical | \$977,000 | \$6,900 | \$983,900 | | Alt. #4 - Revised Layout | | |

Kendall County
Phase 2 County Office Building
Bid & Budget Analysis

December 10, 2024



| December 10, 2024 | | | GSF: | 21,678 | | | |
|---|-----------------|---|------------------------|---------------------|--|----------------|-----------------|
| Bidder's Name | Base Bid | Accepted Alts. + Contingency Allowances | Total Base Bid + Alts. | Delta From Estimate | Notes & Estimate Cost/SF | % Over / Under | Low Bid SF Cost |
| Helm Mechanical | \$1,055,000 | \$1,000 | \$1,056,000 | | Alt. #4 - Revised Layout | | |
| BP #9 - Electrical | Estimated Cost: | | \$1,035,006 | (\$13,006) | \$47.74 | -1% | \$47.14 |
| AWF Inc. | \$1,169,000 | (\$147,000) | \$1,022,000 | | Credit for Generator, Alt. UPS mfg. + Alt #4 | | |
| Fitzgeralds Electrical Contracting | \$1,249,600 | \$2,400 | \$1,252,000 | | Alt. #4 - Revised Layout | | |
| Morse Electric | \$1,874,930 | | \$1,874,930 | | Alt. #4 - Revised Layout | | |
| Volt Electric | \$1,936,567 | \$11,300 | \$1,947,867 | | Alt. #4 - Revised Layout | | |
| BP #10 - Landscaping | Estimated Cost: | | \$57,299 | (\$607) | \$2.64 | -1% | \$2.62 |
| ASE Illini-Scapes | \$56,692 | | \$56,692 | | | | |
| 4 Seasons Landscaping | \$65,744 | | \$65,744 | | | | |
| Twin Oaks Landscaping | \$66,660 | | \$66,660 | | | | |
| Cox Landscaping | \$76,815 | | \$76,815 | | | | |
| Security Cameras & Access Controls/Panics | Estimated Cost: | | \$140,000 | \$0 | \$6.46 | 0% | \$6.46 |
| TBD (Budget Plug) | \$0 | | \$140,000 | | | | |
| *Total Recommended Lowest Bids or Estimated Cost: | | | \$7,195,217 | (\$298,945) | Low Bid Cost + Contingency Allow. vs Estimate Total | | \$331.91 |
| TOTAL COSTS - SUBCONTRACTORS: | | | \$7,195,217 | \$7,107,308 | FINAL BUDGET ESTIMATE | | \$331.91 |
| Construction Contingency: | | | \$379,611 | \$467,611 | Original & Final Contingency Less Allowances Added to BP Contracts | | |
| SUBTOTAL COSTS W/ CONTINGENCY: | | | \$7,574,828 | \$7,574,919 | FINAL BUDGET ESTIMATE | | \$349.42 |
| Escalation: | | | \$0 | \$0 | Rolled Into BP Estimates | | |
| SUBTOTAL COST W/ CONTINGENCY & ESCALATION: | | | \$7,574,828 | \$7,574,919 | FINAL BUDGET ESTIMATE | | \$349.42 |
| CM General Conditions & General Requirements: | | | \$605,994 | \$605,994 | | | |
| CM Fee: | | | \$359,809 | \$359,809 | | | |
| Insurance & Bonds | | | \$0 | \$0 | Rolled Into BP Estimates | | |
| TOTAL CONSTRUCTION COST: | | | \$8,540,631 | \$8,540,722 | FINAL BUDGET ESTIMATE | | \$393.98 |
| Architectural/Engineering Fees: | | | \$683,258 | \$683,258 | | | |
| Soft Costs (FF&E, Borings/Env./Reimbursables): | | | \$697,000 | \$697,000 | | | |
| TOTAL PROJECT BUDGET: | | | \$9,920,889 | \$9,920,980 | FINAL CD ESTIMATE | | \$457.65 |
| | | | (\$91) | OVER/(UNDER) BUDGET | | | |

Bid Package #1 - General Trades

Kendall County Phase 2 Office Building

November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn. | Base Bid | ALT #2 All Glass entry system in rooms 109, 208, & 331 | ALT #3 Operable egress windows on west side of bldg | ALT #4 Revise layout of room 118, 119, 120, & 127A | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|-------|-------------|---|--|---|---------------------------------|
| Lite Construction Montgomery, IL | X | X | 1 - 4 | \$2,597,000 | No Bid | No Bid | \$11,470 | \$2,597,000 |
| RL Sohol General Contractor Plainfield, IL | X | X | 1 - 4 | \$3,417,000 | No Bid | No Bid | No Bid | \$3,417,000 |
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| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | | | \$2,597,000 |

Bid Package #2 - Structural Steel

Kendall County Phase 2 Office Building

December 5, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn. | Base Bid | Voluntary Alternate | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|-------|-----------|---------------------|---------------------------------|
| Guardian Construction Products Naperville, IL | X | X | 1 - 5 | \$397,000 | \$7,800 | \$397,000 |
| Lite Construction Montgomery, IL | X | X | 1 - 5 | \$403,990 | | \$403,990 |
| Waukegan Steel Waukegan, IL | X | X | 1 - 5 | \$497,600 | | \$497,600 |
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| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | \$397,000 |

Bid Package #3 - Asphalt, Pavers, & Site Concrete

Kendall County Phase 2 Office Building

November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn. | Base Bid | Voluntary Alternate | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|-------|-----------|---------------------|---------------------------------|
| Abbey Construction Aurora, IL | X | X | 1 - 4 | \$204,970 | | \$204,970 |
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| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | \$204,970 |

Bid Package #4 - Glass & Glazing Systems
Kendall County Phase 2 Office Building
 November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn | Base Bid | ALT #2 All Glass entry system in rooms 109, 208, & 331 | ALT #3 Operable egress windows on west side of bldg | ALT #4 Revise layout of room 118, 119, 120, & 127A | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|-------|-----------|---|--|---|---------------------------------|
| CMM Group Lansing, IL | X | X | 1 - 3 | \$764,371 | \$60,000 | \$4,000 | NO COST CHANGE | \$764,371 |
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| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | | | \$764,371 |

Bid Package #5 Flooring
Kendall County Phase 2 Office Building
November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn | Base Bid | ALT #1a Single Color Terrazzo Floor | ALT #1b Multiple Color Terrazzo Floor | ALT #4 Revise layout of room 118, 119, 120, & 127A | Total Base Bid + Accepted Alts. |
|---|----------|-----------------|-------|-----------|---|---|---|------------------------------------|
| TSI Comm Floor Covering Orland Park, IL | X | X | 1 - 4 | \$245,220 | \$321,650 | \$345,120 | \$7,295 | \$597,635 |
| Douglas Floor Covering North Aurora, IL | X | X | 1 - 4 | \$259,900 | \$315,000 | \$339,500 | \$10,000 | \$599,400 |
| Superior Floor Covering Frankfort, IL | X | X | 1 - 4 | \$416,500 | \$193,200 | \$217,350 | \$12,560 | \$633,850 |
| Consolidated Flooring Addison, IL | X | X | 1 - 4 | \$275,332 | No Bid | No Bid | \$8,082 | NON RESPONSIVE |
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| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | | | \$597,635 |

Bid Package #6 - Fire Protection
Kendall County Phase 2 Office Building
November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn | Base Bid | ALT #4 Revise layout of room 118, 119, 120, & 127A | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|-------|-----------|---|---------------------------------|
| Nelson Fire Protection Rockford, IL | X | X | 1 | \$165,279 | NO COST CHANGE | \$165,279 |
| Valley Fire Protection St. Charles, IL | X | X | 1 - 4 | \$174,800 | NO COST CHANGE | \$174,800 |
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| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | \$165,279 |

Bid Package #7 - Plumbing
Kendall County Phase 2 Office Building
November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn | Base Bid | ALT #4 Revise layout of room 118, 119, 120, & 127A | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|-------|-----------|---|---------------------------------|
| Omega Plumbing Joliet, IL | X | X | 1 - 4 | \$297,500 | NO CHANGE | \$297,500 |
| John's Service & Sales Oglesby, IL | X | X | 1 - 4 | \$265,100 | No Bid | NON COMPLIANT BID |
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| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | NON COMPLIANT |

Bid Package #8 - Mechanical

Kendall County Phase 2 Office Building

November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn | Base Bid | ALT #4 Revise layout of room 118, 119, 120, & 127A | Total Base Bid + Accepted Alts. |
|---|----------|-----------------|--------------|------------------|--|---------------------------------------|
| Key West Metal Industries Crestwood, IL | X | X | 1 - 4 | \$639,000 | No Bid | \$639,000 |
| Artlip & Sons Aurora, IL | X | X | 1 - 4 | \$876,300 | NO COST CHANGE | \$876,300 |
| John's Service & Sales Oglesby, IL | X | X | 1 - 4 | \$897,800 | No Bid | \$897,800 |
| F.E. Moran Downers Grove, IL | X | X | 1 - 4 | \$949,000 | \$2,300 | \$951,300 |
| Flo-Tech Mechanical Systems Addison, IL | X | X | 1 - 4 | \$954,000 | No Bid | \$954,000 |
| MG Mechanical Woodstock, IL | X | X | 1 - 4 | \$963,000 | \$2,000 | \$965,000 |
| Amber Mechanical Alsip, IL | X | X | 1 - 4 | \$977,000 | \$6,900 | \$983,900 |
| Helm Mechanical Westmont, IL | X | X | 1 - 4 | \$1,055,000 | \$1,000 | \$1,056,000 |
| | | | | | | |
| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | \$639,000 |

Bid Package #9 - Electrical

Kendall County Phase 2 Office Building

November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn | Base Bid | ALT #4 Revise layout of room 118, 119, 120, & 127A | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|-------|-------------|--|---------------------------------------|
| AWF Inc. Aurora, IL | X | X | 1 - 4 | \$1,169,000 | NO COST CHANGE | \$1,169,000 |
| Fitzgeralds Electrical Contracting Big Rock, IL | X | X | 1 - 4 | \$1,249,600 | \$2,400 | \$1,252,000 |
| Morse Electric Freeport, IL | X | X | 1 - 4 | \$1,874,930 | No Bid | \$1,874,930 |
| Volt Electric Big Rock, IL | X | X | 1 - 4 | \$1,936,567 | \$11,300 | \$1,947,867 |
| | | | | | | |
| | | | | | | |
| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | \$1,169,000 |

Bid Package #10 - Landscaping
Kendall County Phase 2 Office Building
 November 26, 2024



BID TABULATION:

| Vendor Name / Address | Bid Bond | Signed Bid Form | Addn | Base Bid | Voluntary Alternate | Total Base Bid + Accepted Alts. |
|--|----------|-----------------|-------|----------|---------------------|---------------------------------|
| ASE Illini-Scapes Oswego, IL | X | X | 1 - 4 | \$56,692 | | \$56,692 |
| 4 Seasons Landscaping Yorkville, IL | X | X | 1 - 4 | \$65,744 | | \$65,744 |
| Twin Oaks Landscaping Oswego, IL | X | X | 1 - 4 | \$66,660 | | \$66,660 |
| Cox Landscaping Yorkville, IL | X | X | 1 - 2 | \$76,815 | | \$76,815 |
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| Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates: | | | | | | \$56,692 |

2025 KENDALL COUNTY, ILLINOIS MEETING SCHEDULE

ALL County Board Committee Meetings in 2025 will be held in the Court Room at the Kendall County Historic Court House on 110 W Madison St, Yorkville IL

| | | |
|--|--|--------|
| MONDAY | | |
| Human Resources & Insurance | 1 st Monday of the month | 5:30pm |
| Facilities Management & Technology | 1 st Monday of the month | 4:00pm |
| Historic Preservation | 3 rd Monday of the month | 5:30pm |
| Planning, Building & Zoning | Monday of the week before 2 nd Board Meeting | 6:30pm |
| Zoning Board of Appeals | 1 st Monday following Plan Commission Meeting | 7:00pm |
| TUESDAY | | |
| County Board (1 st Mtg) | 1 st Tuesday of the month | 6:00pm |
| County Board (2 nd Mtg) | 3 rd Tuesday of the month | 9:00am |
| Highway Department <i>Meets @ HWY Dept, 6780 Route 47</i> | 2 nd Tuesday of the month | 3:30pm |
| Zoning, Plating Advisory (ZPAC) | 1 st Tuesday of the month | 9:00am |
| WEDNESDAY | | |
| Economic Development & Admin | 3 rd Wednesday of the month | 5:30pm |
| Comprehensive Land Plan & Ordinance | 4 th Wednesday of the month | 5:00pm |
| Regional Planning Commission (RPC) | 4 th Wednesday of the month | 7:00pm |
| THURSDAY | | |
| Committee of the Whole | Thursday of the week before the 2 nd County Board Mtg | 4:00pm |
| Finance & Budget | Thursday of the week after the 2 nd County Board Mtg | 4:00pm |





KENDALL COUNTY BOARD COMMITTEE ASSIGNMENTS AND SPECIAL APPOINTMENTS DECEMBER 2024 – NOVEMBER 2026

HUMAN RESOURCES & INSURANCE

Chair – Ruben Rodriguez
Jason Peterson
Elizabeth Flowers
Zach Bachmann
Matt Kellogg

ECONOMIC DEVELOPMENT & ADMINISTRATION

Chair – Dan Koukol
Elizabeth Flowers
Seth Wormley
Scott Gengler
Brooke Shanley

FACILITIES & TECHNOLOGY

Chair – Brian DeBolt
Zach Bachmann
Jason Peterson
Matt Kellogg
Brooke Shanley

FINANCE

Chair – Scott Gengler
Ruben Rodriguez
Brian DeBolt
Matt Kellogg
Seth Wormley

HIGHWAY

Chair – Jason Peterson
Dan Koukol
Scott Gengler
Zach Bachmann
Brooke Shanley

PLANNING, BUILDING & ZONING

Chair – Seth Wormley
Elizabeth Flowers
Dan Koukol
Ruben Rodriguez
Brian DeBolt

LABOR AND GRIEVANCE LIAISON

Elizabeth Flowers

LAW JUSTICE AND LEGISLATION LIAISON

Zach Bachmann

HEALTH LIAISON

Brooke Shanley



KENDALL COUNTY BOARD COMMITTEE ASSIGNMENTS AND SPECIAL APPOINTMENTS DECEMBER 2024 – NOVEMBER 2026

OTHER APPOINTMENTS

708 MENTAL HEALTH BOARD – Brooke Shanley, Zach Bachmann (alt)

CONNECT KENDALL COUNTY COMMISION – Zach Bachmann

CMAP MPO POLICY COMMITTEE – Scott Gengler, Ruben Rodriguez (alt)

CMAP TRANSPORTATION COMMITTEE – Jason Peterson, Fran Klaas (alt)

COUNTY BOARD CHAPLAIN – Ruben Rodriguez

KENDALL COUNTY BOARD OF HEALTH LIAISON – Brooke Shanley

HOUSING AUTHORITY – Ruben Rodriguez, Brooke Shanley (alt)

JUVENILE JUSTICE COUNCIL – Scott Gengler

KC HISTORIC PRESERVATION COMMITTEE – Elizabeth Flowers

KENCOM REPRESENTATIVE – Brian DeBolt, Seth Wormley (alt)

MAYORS/MANAGERS – Matt Kellogg, Scott Gengler

NWPA ALLIANCE EXECUTIVE BOARD – Seth Wormley, Christina Burns (alt)

COMPREHENSIVE LAND PLAN AND ORDINANCE – Seth Wormley

RESOURCE CONSERVATION & DEVELOPMENT COUNCIL REP (IL HEADWATERS) – David Guritz

RIVER VALLEY WORKFORCE DEVELOPMENT BOARD – Jason Peterson

SOIL & WATER CONSERVATION DISTRICT LIAISON – Seth Wormley, Zach Bachmann (alt)

ISACo LARGE COUNTIES CAUCUS – Scott Gengler, Ruben Rodriguez

UNIVERSITY OF ILLINOIS EXTENSION BOARD – Matt Kellogg, Zach Bachmann, Brooke Shanley

UPPER RIVER VALLEY DEVELOPMENT AUTHORITY – Seth Wormley

VETERANS ASSISTANCE COMMISSION OF KC LIAISON – Jason Peterson, Seth Wormley (alt)



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/17/2024

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 (Patrol Sergeants) effective December 1, 2024, through November 30, 2028

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

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 (Patrol Sergeants) 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.

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 Patrol Sergeants bargaining unit. The proposed agreement is a four (4) year contract with annual salary increases as follows: \$109,989.20 (6.25% effective 12/1/2024), \$114,388.77 (4.0% effective 12/1/2025), \$117,820.43 (3.0% effective 12/1/2026), and \$123,711.45 (5.0% 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 (Patrol Sergeants) 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 (Patrol Sergeants) effective December 1, 2024, through November 30, 2028

December 1, 2024 – November 30, 2028

AGREEMENT

BETWEEN

COUNTY OF KENDALL, ILLINOIS AND

KENDALL COUNTY SHERIFF

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

FOR

KENDALL COUNTY SHERIFF'S OFFICE

BARGAINING UNIT

[SERGEANTS]

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December 1, 2024 – November 30, 2028

AGREEMENT

BETWEEN

COUNTY OF KENDALL, ILLINOIS AND

KENDALL COUNTY SHERIFF

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

FOR

KENDALL COUNTY SHERIFF'S OFFICE

BARGAINING UNIT

[SERGEANTS]

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 employees 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 peace officers classified as Deputy Sheriffs in the rank of Sergeant and Lieutenant; and excluding Sheriff, Under Sheriff, Jail Superintendent and all other employees of the Kendall County Sheriff's Office, including non-merit positions. The bargaining unit members shall be referred to as "members" in this Agreement.

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 employee. Such work by supervisors shall not cause any layoffs of the bargaining unit members.

ARTICLE II 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 member sign-up. The Employer will fill new classifications from unit members 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 III 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 members in positions, and to create, combine, modify and eliminate positions within the County;
- D. To suspend, discharge with just cause, and take other disciplinary action against members under the established work rules and regulations of the Sheriff's Office and the provisions of this Agreement;
- E. To lay off members;
- 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 set patrol zones, number of squad cars per shift, assignment of cars and equipment to personnel and to change these as needed to meet department needs and priorities;
 - (2) 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;
 - (3) 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;
 - (4) 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;
 - (5) 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;
 - (6) 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;
 - (7) 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;
 - (8) To retain the right to issue and/or assign any or all Office equipment and vehicles to members or other individuals as necessary and directed by the Sheriff; and,
 - (9) 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 IV
SUBCONTRACTING

It is the general policy of the Employer to continue to utilize members 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 V
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 to Council representatives for the purpose of aiding or assisting or otherwise representing members in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 2. Council Negotiating Team. Members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he or she will not be compensated for attending the session.

ARTICLE VI
DUES DEDUCTION

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from a member, 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. With respect to any member 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 member the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10th) 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. The Employer will not similarly deduct dues in any other organization as to members 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 member.

ARTICLE VII BILL OF RIGHTS

The provisions of the Uniform Peace Officers' 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 VIII
INDEMNIFICATION

Section 1. Employer Responsibility. The Employer shall be responsible for, hold members harmless from and pay for damages, except punitive damages, or monies which may be adjudged, assessed or otherwise levied against any member covered by this Agreement.

Section 2. Legal Representation. Members shall have legal representation by the Employer in any civil cause of action brought against a member resulting from or arising out of the performance of duties.

Section 3. Cooperation. Members 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 member is acting within the scope of his or her employment and where the member 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 IX
NO STRIKE/NO LOCKOUT

Section 1. No Strike/No Lockout Commitment. Neither the Council nor any member 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 member shall refuse to cross any picket line, by whomever established.

The Employer will not lockout any members during the term of this Agreement.

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 members 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 member covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers. Any member 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 member 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 member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE X RESOLUTION OF IMPASSE

The remedies for the resolution of any bargaining impasses shall be in accordance with the Illinois Public Labor Relation Act (5 ILCS 315/14) as amended.

ARTICLE XI PERSONNEL FILES

Section 1. Personnel Files. The Employer shall keep a central personnel file within the bargaining unit for each member. Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against a member.

Section 2. Inspection. Upon written request of a member, the Employer shall reasonably permit a member to inspect his/her personnel file subject to the following:

- A. Such inspection shall occur immediately following receipt of the request;
- B. Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- C. The member shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- D. Upon written authorization by the requesting member, in cases where such member has a written grievance pending, and is inspecting his/her file with respect to such grievance, that member may have a representative of the Council present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;
- E. If a member disagrees with any information contained in the personnel file, the member may submit a written statement of his/her position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;
- F. If the member disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and the member. If an agreement cannot be reached, the member may submit a written statement explaining the member's position. The Employer shall attach the member's statement to the disputed portion of the personnel record. The member's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer argument with its content. If either the Employer or the member places in the personnel record information which is false, the Employer or member, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged;
- G. Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Notification. Members shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4. Limitation on Use of File Material. It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 above, shall not be used in any manner or any forum adverse to the member's interests.

Section 5. Use of File Material. Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the member in any future proceedings.

ARTICLE XII 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 member only for failing to fulfill his or her responsibilities as a member. Any disciplinary action or measure imposed upon a member may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand a member, it shall be done in a manner that will not embarrass the member before other employees or the public.

Section 2. Investigatory Interviews. Where the Employer desires to conduct an investigatory interview of a member where the results of the interview might result in discipline, the Employer agrees to first inform the member that the member has a right to Council representation at such interview. If the member 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 member, clarifying the facts, and suggesting other employees who may have knowledge of the facts. If a Council representative is not available within a reasonable amount of 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 member of the contemplated discipline to be imposed, the Employer shall notify the local Council of the meeting and then shall meet with the member involved and inform the member of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The member shall be informed of his/her contract rights to Council representation and shall be entitled to such, if so requested by the member. The member and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline, provided that a Council representative shall be available within twenty-four (24) hours of notification. If the member 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 member 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 XIII, shall be exclusive. The Merit Commission of Kendall County shall not be involved in the discipline and discharge or grievance procedures after the effective date of this Agreement. 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 II, Section 2.

Section 5. Psychological Testing. A member 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 the accommodation is not an undue hardship.

ARTICLE XIII 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 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 Council 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 Council may advance grievances filed on behalf of a member or group of members beyond Step 3. The Council 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 Council 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 Council 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.

Section 6. Grievance Meetings. A maximum of two (2) members (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 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 Council 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 (Monday through Friday) 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 Council representative (if requested by the grievant pursuant to Section 2 of this Article) 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 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 the Chairman of the County Board Labor and Grievance Committee or their designee shall meet with the grievant and Council Representative (if requested by the grievant pursuant to Section 2 of this Article) 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 the 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 dispute 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, 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 party striking first will be determined by a coin toss, with the winning of the toss designating the party to strike first. 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 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 the 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 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.

ARTICLE XIV SENIORITY

Section 1. Definition of Seniority. For purposes of layoff, recall, bidding shifts, vacation selection, and wages, “rank” seniority shall be from the date hired within your respective classification within the Office in accordance with Article XV of this Agreement. For purposes of accruing vacation within the bargaining unit, “department” seniority shall be from the last date of hire with the Sheriff’s Office. If two or more members are promoted on the same day, their rank seniority shall be determined by promotion order. If a member leaves the bargaining unit for an appointed rank and then later returns, the member’s rank and department seniority shall not be effected but shall be calculated as if the member never left the bargaining unit. There will be no deductions from rank or department seniority based upon unpaid suspensions.

Section 2. Probation Period. A Sergeant is a “probationary employee” for six (6) months after promotion to Sergeant and successful completion of a supervisory class or course paid for by the Employer. During this period of time the performance of the new Sergeant will be examined by the Employer. Should the Employer determine that their performance is below that expected of a Kendall County Sergeant, then in that event, the Sergeant will be removed from his or her position and placed into his or her former position prior to the promotion.

Section 3. Seniority List. The Employer and Council have agreed upon the initial seniority list setting forth the present seniority dates for all members 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 members covered under this Agreement or employed at the time the Agreement becomes effective. The Employer will post a seniority list no later than July 1st of each calendar year for inspection by the bargaining unit members. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 4. Termination of Seniority. A member shall be terminated by the Employer and the member's his seniority broken when the member:

- 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 Kendall County Sheriff's Office; or
- E. Is absent for three (3) consecutive scheduled work days without proper notification or authorization; or
- 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 XV after accepting recall.

Section 5. 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 XV LAYOFF

Section 1. Layoff. In the event the Employer determines a layoff is necessary, members 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 members 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 members shall be laid off in inverse order of their seniority. Individual members 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 member either through abolition of the member's position, department reorganization or otherwise, that ranking member may elect to return to the rank of patrol deputy by bumping a patrol deputy with less seniority in the lower position. In such case, the ranking member shall be paid at the lower rate of pay for the position he or she assumes.

Section 3. Recall. Members shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all members 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 members shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all members eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, members shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The member shall have five (5) working days thereafter to report to duty.

ARTICLE XVI
HOLIDAYS

Section 1. Paid Holidays. All 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 for their scheduled day before and after the holiday.

Holiday pay shall be eight (8) hours straight time pay computed at the member'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. Members 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 member in the bargaining unit may elect to take compensatory time for up to four (4) holidays per year to extend vacation leave, or as a personal day up to four (4) days, at the option of the member, subject to the compensatory time limitation set forth in Article XX, Section 7. Compensatory time for holidays shall be eight (8) hours per day. The request to use holidays to extend vacation shall be made by the member at the time the member requests his or her vacation or personal days under the provisions of Article XVII of this Agreement. Requests must be approved by the Sheriff or his designee and shall not be unreasonably denied.

ARTICLE XVII
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 - 80 paid vacation hours |
| 6-10 | Years of Service – 120 paid vacation hours |
| 11-19 | Years of Service – 160 paid vacation hours |
| 20 or More | Years of Service – 200 paid vacation hours |

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 hourly rate and on the basis of eight (8) hours per day for full-time bargaining unit members.

Section 3. Vacation Requests. Except for an occasional day which is taken as vacation leave, all members must submit, in writing, to the County 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. At least forty-eight (48) hours' notice shall be given for a one (1) day leave. 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. Members must give two (2) weeks' notice of their intent to use vacation prior to the posting of the work schedule posted under Article XX, Section 4.

ARTICLE XVIII
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 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 periods 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 or her 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 nine hundred twenty (1,920) hours. Upon separation from employment for other than just cause, a member may request reimbursement of up to twenty-five percent (25%) of four hundred eighty (480) hours to be paid as part of the member's final compensation, or in the alternative, for those members employed on or before August 21, 2017, upon retirement, a member may use all accumulated but unused sick days in conjunction with the member's separation date. Members hired after August 21, 2017 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. Members who have been terminated for just cause shall not be paid out any accumulated sick leave.

Section 3. 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. All foreseeable leave for such purposes shall require a specific prior approval from 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 licensed medical professional 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.

Members 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. Members 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 member 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 member to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of a member'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 member 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 member 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 members.

Each fiscal year, the member's ninety six (96) hours of sick leave may be utilized to care for a family member (as defined by the Family and Medical Leave Act) or member of the member's immediate household who is ill or injured.

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 member shall not be paid for such leave taken nor shall the member accrue any rights such as seniority or other rights. Continued "abuse" of sick leave shall subject the member to disciplinary action pursuant to the terms of this Agreement. All members agree to cooperate fully with the Office in verifying illness.

ARTICLE XIX LEAVES OF ABSENCE

Section 1. Discretionary Leave.

A. The Sheriff may grant leaves of absence, without pay or salary, to members under their supervision for job-related reasons (such as further training or study), which will enable members to perform their usual and customary duties with greater efficiency and expertise, or for

other valid reasons (such as prolonged illness of the member, his/her spouse, or his/her child or children, or such as childbirth).

B. The Sheriff may assure a member who is granted such leave, that the member's position, or job, will be restored to the member at the conclusion of the member's leave; provided, however, that the member's employment by the County might, and could, be terminated if, during the period of such leave, the member'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 member's position, or to perform his or her usual and customary duties during the member's leave will be discharged so as to permit such member to resume the member's employment by the County.

C. No leave shall be granted for a period exceeding thirty (30) consecutive calendar days, nor shall any member be granted a leave, or leaves, totaling more than thirty (30) days in a given calendar year without the approval of the Finance Committee being first obtained.

D. Any member on such leave of absence shall not continue to accrue any benefits whatsoever under this Agreement. Provided, however, that a member may elect to continue to be covered by the County Health Insurance program at the sole expense of the member.

Section 2. Absence Due to Death in Immediate Family.

A. In the event of the death of an immediate family member, a member shall be permitted to be absent from the member's job for up to twenty-four (24) 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 member shall receive compensation at the member's normal rate of pay. If the member desires to be absent for more than twenty-four (24) hours, the member may utilize

previously earned, unused, vacation days and receive compensation for each such additional day's absence at the member's normal rate of pay, provided the Sheriff or their designee 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 member's immediate family may be arranged with the Sheriff, without pay, but previously earned and unused vacation days 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, brother, sister, grandmother, grandfather, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the member's home.

Section 3. Jury Duty. A member 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 member is required to serve during their regular work hours, such member 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 member is required to use their own vehicle.

Section 4. Prohibition Against Misuse of Leaves. During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, a member 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 member to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement. Approval is herewith granted to existing members for existing outside employment and existing members shall notify the Sheriff of all such employment within thirty (30) days of execution of this Agreement.

Section 5. 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 6. Military Leave. Military leave and benefits shall be granted in accordance with the applicable State and Federal laws.

ARTICLE XX HOURS OF WORK/OVERTIME

Section 1. Work Period. The work period is defined as a regularly recurring period of fourteen (14) days commencing at 06:00 a.m. every other Saturday.

Section 2. Workday. No more than twelve (12) consecutive hours of work constitutes the regular work day.

Section 3. Work Shift. No more than twelve (12) consecutive hours of work shall constitute a work shift. A member shall work eighty (80) hours on each work period as their regular work period as referenced in Section 1. Shifts may be bid by seniority on an annual basis by each October 1st.

When a bargaining unit member transfers or is moved into the patrol unit they shall be assigned to any shift until the first annual shift bid after the placement in the patrol division. The administration shall have the right to resolve all conflicts of interests between members at their discretion.

Section 4. Work Schedule. Work schedules showing the member's normal shifts, work days, and hours for the next work period shall be posted on all Office bulletin boards at all times, fourteen (14) days prior to beginning of schedule. Except in emergency situations, each

monthly work schedule shall not be changed once posted and the members shall remain on one shift for the entire work period unless on swing shift, or unless necessary to complete a work period.

Emergency situations shall be defined as adjustments due to new employees or positions, resignation, termination, and extended illness or injury lasting fourteen (14) days or more. Once the emergency is over, the member changed will go back to the schedule as originally posted.

Section 5. Rest Periods. The Employer recognizes that rest periods of approximately fifteen (15) minutes each, should be provided all members with one rest period for every four (4) hours worked. The members 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 member so long as the member's rest period is not scheduled in a manner which seriously interferes with performance of the member's work task.

Section 6. Meal Periods. All members 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 7. Overtime. Members 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 member. Members may accumulate up to sixty-two and a half (62.5) hours of compensatory time at any time during the year, which shall be re-fillable after use. Any overtime in excess of sixty-two and a half (62.5) hours 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 member's accrued compensatory time does not

exceed 62.5 hours at any time. Upon mutual agreement, the Employer may buy out the accumulated compensatory time of each member. The member must give forty-eight (48) hours notice of their request for use of compensatory time. Such requests shall not be denied absent an emergency or exigent circumstances, provided no more than one (1) member is off on a shift, for any reason. The Employer may, at its sole discretion, approve a compensatory time off request with less than forty-eight (48) hours notice.

Any overtime pay incorrectly paid will be adjusted on the next regular paycheck.

Section 8. Call Back. A call back is defined as an official assignment of work which does not continuously precede or follow a member's regularly scheduled working hours. Members 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.

Section 9. Court Time. Members covered by this Agreement who are required to attend Court and/or a pre-trial meeting with the Kendall County State's Attorney's Office 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 and/or the pre-trial meeting 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. Shift Trades. Members shall be allowed to trade shifts in accordance with the Kendall County Sheriff's Office (KCSO) duty trade policy, within the same two-week period, when requested in advance in writing by a member, signed by the members involved and approved by the supervisor or his 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 member's regular hourly rate of pay. Members shall not be approved for more than six (6) duty trades per calendar year or two (2) per calendar month. Trades will only be allowed between members with the same rank and work schedules (8 to 8; 10 to 10; 12 to 12). Probationary members 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. Miscellaneous. No bargaining unit member utilizing vacation time, compensatory time (or any combination thereof) shall, in conjunction with regularly scheduled days off, be off from work for more than seventeen (17) consecutive calendar days without the Sheriff's prior approval. Not more than once in every eighteen (18) month period beginning January 1, 2017, bargaining unit members may utilize vacation time, compensatory time (or any combination thereof) in conjunction with regularly scheduled days off to be off from work for up to twenty four (24) consecutive days. Also, no bargaining unit member shall be permitted to be absent for more than two (2) in-house training days per calendar year without the Sheriff's prior approval.

Section 12. Appointment to Specialty Positions. The Employer shall, when making an appointment to a specialty position, post the position and requirements for a reasonable amount of time, request letters of interest, and conduct interviews prior to selection.

Section 13. COVID 19 Hazardous Duty Pay. All 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 XXI
WAGES/COMPENSATION/ALLOWANCES

Section 1. Wages.

A. Members who are in the Bargaining Unit on the date the Agreement is signed shall receive the following annual pay raises to be effective upon December 1, 2024, and each December 1st thereafter during the term of this contract as reflected below:

| Effective 12/01/2023 | Effective 12/01/2024 6.25% | Effective 12/01/2025 4.00% | Effective 12/1/2026 3.00% | Effective 12/1/2027 5.0% |
|-------------------------|----------------------------------|----------------------------------|---------------------------------|--------------------------------|
| \$103,519.25 | \$109,989.20 | \$114,388.77 | \$117,820.43 | \$123,711.45 |

B. Members shall be paid an additional \$.15 per hour for each year of completed service, Beginning on the member's ten (10) year anniversary date, (e.g., a member who has completed ten (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.) These amounts shall be considered part of the base pay for overtime and holiday pay purposes.

C. Command Pay: Command pay shall be paid to all Sergeants for time spent prior to and after the regular shift and for the exercise of their command duties. This amount shall be \$3.00 per hour. These amounts shall be considered part of the base pay for overtime and holiday pay purposes.

D. Detective Sergeant Pay: Members with the duty assignment of Detective Sergeant shall be paid an additional \$25.00 per shift for each shift worked in that capacity, and this pay shall be considered part of the base pay for overtime and holiday pay purposes.

Section 2. Uniform and Equipment Allowance. Sergeants will be provided with a full uniform and all required equipment by the Employer through the Employer's quartermaster system. Sergeants 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. 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 Sergeant are the property of the Employer and, upon separation of employment, shall be returned to the Employer.

In addition, the Employer will reimburse each Sergeant who is assigned to Administration and Investigations on a full-time basis up to \$700.00 and all Sergeants 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 Sergeant provides the receipt of proof of purchase of the clothing/equipment on or before October 1 of the year for which the Sergeant is requesting reimbursement. The \$700.00 Administration and Investigations allowance shall not apply to a Sergeant who is temporarily assigned to Administration or Investigations as a detective (e.g., light duty assignment, training assignment, etc.). Instead, those Sergeants will receive the \$400 allowance set forth above.

The Sheriff will also make accessible a copy of Chapter 720 and Chapter 625 of the Illinois Compiled Statutes while on duty.

Issued items lost or damaged in the line of duty will be replaced by the Employer. Also, items approved for use by the Employer bought personally by the member that are lost or damaged in the line of duty will be replaced up to a maximum of \$100.00 per item, by the Employer.

ARTICLE XXII 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 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 in January 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 pay check 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 in January 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 pay check 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 in January 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 pay check 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:

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 in January 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 pay check 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 XXIII 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 the Council's and the Employer's representatives. 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 members.
- 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, Council members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency

situations. Council members attending such conferences shall be limited to two (2). Travel expenses associated with any labor-management conferences shall be the responsibility of the Council members.

ARTICLE XXIV 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 III (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 members 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 member whose pay is in dispute or any other records of the member pertaining to a specific grievance at reasonable times with the member's consent.

Section 4. Broken Glasses. The Employer agrees to repair or replace as necessary a member's prescription eyeglasses, contact lenses, and prescription sunglasses, if such are damaged or broken, if during the course of the member's duties the member is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

Members shall be reimbursed for any apparel damaged as a result of a member performing the member's lawful duties. In the case of items of jewelry there shall be a \$75.00 maximum reimbursement limit per incident.

Section 5. Inoculations. The Employer agrees to pay all expenses for inoculation or immunization shots for the members and for members of a member's family when such becomes necessary as a result of said member's exposure to contagious diseases where said member has been exposed to said disease in the line of duty. Any TB test given or inoculations given to members shall not be considered time worked. The member must execute an Inoculation Request/Waiver in the following form:

(PLEASE CIRCLE THE APPROPRIATE ALTERNATIVE)

A. I do not choose to take the offered inoculation for hepatitis made to me by the Kendall County Sheriff's Office.

B. 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 _____, 20__.

Member

Section 6. 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 7. Residency Requirement. Members covered by this Agreement shall live within a twenty-five (25) mile radius of the Kendall County Public Safety Center.

ARTICLE XXV
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 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.

Each member involved 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 member's shift or tour of duty. A member is considered to have been involved in an officer-involved shooting whenever the member 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 member shall have the option to request that split sample be tested at another SAMHSA 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 in uniform. 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 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 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 XIII.

ARTICLE XXVI 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 XXVII
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.

ARTICLE XXVIII
DURATION AND SIGNATURE

Section 1. Term of Agreement. This Agreement shall be effective upon execution and shall remain in full force and effect through November 30, 2028. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail or email with return receipt by either party to the other at least sixty (60) calendar days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark or the date of the return receipt if sent through electronic mail. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

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
December, 2024.

FOR THE EMPLOYER:

County Board Chairman

County Clerk

Sheriff

FOR THE COUNCIL:

Negotiator

Negotiator

Negotiator



[Handwritten signature] #11

D. Johnson #64

M. M #98

Letter of Agreement

Notwithstanding the language of Article XXI, Section 2, 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. 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: December ____, 2024

FOR THE EMPLOYER:

County Board Chairman

County Clerk

Sheriff


FOR THE COUNCIL:



Negotiator



Negotiator



Negotiator


M. Mat 98

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



NOVEMBER

2024

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

| POLICE SERVICES | November-22 | November-23 | October-24 | November-24 |
|---|--------------------|--------------------|-------------------|--------------------|
| Calls for Service | 642 | 707 | 825 | 681 |
| Police Reports | 334 | 344 | 382 | 312 |
| Total Arrests | 137 | 107 | 145 | 113 |
| Ordinance Citations Issued | 1 | 0 | 4 | 0 |
| TRAFFIC SERVICES | | | | |
| Traffic Contacts | 668 | 550 | 440 | 503 |
| Traffic Citations Issued | 253 | 263 | 199 | 237 |
| DUI Arrests | 7 | 3 | 4 | 10 |
| TRAFFIC CRASH INVESTIGATIONS | | | | |
| Property Damage | 40 | 58 | 51 | 44 |
| Personal Injury | 13 | 20 | 16 | 10 |
| Fatalities | 0 | 0 | 0 | 0 |
| TOTAL CRASH INVESTIGATIONS | 53 | 78 | 67 | 54 |
| VEHICLE USAGE | | | | |
| Total Miles Driven by Sheriff's Office | 54,389 | 56,004 | 64,566 | 64,512 |
| Vehicle Maintenance Expenditures | \$8,075 | \$0 | \$1,913 | |
| Fuel Expenditures | \$14,198 | \$13,543 | \$14,965 | \$13,053 |
| Fuel Gallons Purchased | 4,204 | 4,410 | 4,823 | 4,338 |
| Squad Damage Reports | 1 | 0 | 0 | 0 |
| AUXILIARY DEPUTIES | | | | |
| Ride-A-Long Hours | 5 | 0 | 0 | 0 |
| Auxiliary Hours | 35 | 35 | 77 | 75 |
| TOTAL AUXILIARY HOURS | 40 | 35 | 77 | 75 |
| EVIDENCE/PROPERTY ROOM | | | | |
| New Items into Property Room | 109 | 126 | 102 | 60 |
| Disposal Orders Processed | 32 | 14 | 48 | 39 |
| Items Disposed Of | 91 | 297 | 113 | 93 |
| Items Sent to Crime Lab for Processing | 26 | 27 | 36 | 17 |
| INVESTIGATIONS/COPS ACTIVITIES | | | | |
| Total Assigned Cases (Patrol/Invest) | 35 | 25 | 32 | 15 |
| Total Closed Cases (Patrol/Invest) | 15 | 21 | 38 | 23 |
| Total Open Cases (Patrol/Invest) | 102 | 94 | 124 | 116 |
| Community Policing Meetings/Presentations | 23 | 28 | 34 | 25 |
| Sex Offender / Violent Offenders Against Youth Registrations | | | | |
| Sex Offender Registrations | 15 | 11 | 9 | 4 |
| Sex Offender - Address Verifications Completed | 3 | 12 | 25 | 0 |
| Sex Offender - Address Verification Attempted | 4 | 22 | 31 | 0 |
| Total # of Sex Offenders- Jurisdiction | 30 | 32 | 31 | 32 |
| Total # of Sex Offenders- Entire County | 90 | 84 | 89 | 89 |
| Violent Offenders Against Youth Registrations | 1 | 1 | 3 | 1 |
| VOAY - Address Verification Completed | 0 | 1 | 0 | 0 |
| VOAY - Address Verification Attempted | 0 | 4 | 0 | 0 |
| Total # of VOAY- Jurisdiction | 7 | 6 | 5 | 5 |
| Total # of VOAY- Entire County | 26 | 27 | 23 | 23 |

RECORDS DIVISION

| SHERIFF SALES | November-22 | November-23 | October-24 | November-24 |
|----------------------|--------------------|--------------------|-------------------|--------------------|
| Sales Scheduled | 6 | 10 | 8 | 6 |
| Sales Cancelled | 2 | 5 | 6 | 4 |
| Sales Conducted | 4 | 5 | 2 | 2 |

CIVIL PAPERWORK

| | | | | |
|------------------------|-----|-----|-----|-----|
| Papers Filed/Received | 108 | 156 | 161 | 144 |
| Papers Served/Executed | 81 | 93 | 112 | 115 |

ORDERS OF PROTECTION

| | | | | |
|-------------------------|---|----|----|----|
| OP Received | 6 | 10 | 16 | 16 |
| OP Prohibiting Firearms | 2 | 5 | 0 | 1 |
| OP Served | 4 | 5 | 27 | 23 |

REPLEVINS/LEVY

| | | | | |
|-------------------------|---|---|---|---|
| Replevin/Levy Scheduled | 1 | 0 | 0 | 0 |
| Replevin/Levy Conducted | 1 | 0 | 0 | 0 |

SA, SUBPOENA &FOIA REQUESTS

| | | | | |
|--|------------|------------|------------|------------|
| Electronic and Recording Copy Requests | 99 | 61 | 77 | 60 |
| Body/Dash Cam Requests | na | na | 11 | 5 |
| Accident Reports | 13 | 38 | 18 | 22 |
| Background Checks | 25 | 22 | 27 | 37 |
| Reports | 63 | 80 | 71 | 57 |
| Subpoenas | 2 | 2 | 2 | 2 |
| TOTAL REQUESTS | 202 | 203 | 206 | 183 |

WARRANTS

| | | | | |
|------------------------|-------|-------|-------|-------|
| Total Warrants on File | 1,681 | 1,280 | 1,149 | 1,176 |
| New Warrants Issued | 130 | 103 | 152 | 121 |
| Total Warrants Served | 139 | 46 | 46 | 74 |
| Warrants Quashed | 25 | 57 | 7 | 20 |

EVICCTIONS

| | | | | |
|-------------------------------|----|---|----|---|
| Evictions Scheduled for Month | 10 | 5 | 14 | 8 |
| Evictions Cancelled | 2 | 2 | 5 | 2 |
| Evictions Conducted | 8 | 3 | 9 | 6 |

FEES

| | | | | |
|-----------------------------|-----------------|----------------|----------------|----------------|
| Civil Process Fees | \$6,756 | \$2,926 | \$5,495 | \$6,132 |
| Sheriff Sales Fees | \$4,800 | \$900 | \$2,100 | \$1,500 |
| Records Fees/Fingerprinting | \$65 | \$315 | \$275 | \$350 |
| Bond Processing Fees | \$939 | \$1,446 | \$1,067 | \$791 |
| TOTAL FEES COLLECTED | \$12,560 | \$5,587 | \$8,936 | \$8,773 |

CORRECTIONS DIVISION**JAIL POPULATION**

| | | | | |
|--|-----|-----|-----|-----|
| New Intake Bookings | 189 | 162 | 225 | 174 |
| Inmates Released | 187 | 160 | 215 | 176 |
| Federal Inmate ADP | 19 | 11 | 6 | 6 |
| Kendall County Inmate ADP | 59 | 50 | 37 | 37 |
| Other Jurisdictions Inmate ADP | 3 | 14 | 18 | 18 |
| Average Daily Population | 81 | 75 | 61 | 61 |
| ADP of inmates housed in other Jurisdictions | 7 | 2 | 6 | |

| JAIL MEALS | November-22 | November-23 | October-24 | November-24 |
|---|--------------------|--------------------|-------------------|--------------------|
| Number of Meals Prepared Consolidated/Aramark | 7,565 | 6,972 | 5,886 | 5,736 |
| Price Per Meal | \$2.77 | \$3.08 | \$3.08 | \$3.08 |

INMATE TRANSPORTS

| | | | | |
|---|------------|-----------|-----------|-----------|
| To and From Kendall County Courthouse | 51 | 47 | 50 | 37 |
| Other County Court Transports | 2 | 1 | 0 | 1 |
| Out of County Prisoner Pickups | 12 | 12 | 21 | 18 |
| To I.D.O.C | 2 | 2 | 0 | 2 |
| Medical/Dental Transports | 3 | 8 | 0 | 3 |
| Court ordered medical transports | 2 | 0 | 0 | 0 |
| Juvenile To and From Youth Homes/Courts | 10 | 2 | 10 | 10 |
| Federal Transports | 3 | 2 | 4 | 2 |
| To and From Kane County Jail | 20 | 7 | 6 | 2 |
| TOTAL INMATE TRANSPORTS | 105 | 81 | 91 | 75 |

INMATE WORK CREWS

| | | | | |
|---------------------|---|---|---|---|
| Number of Inmates | 0 | 0 | 0 | 0 |
| Number of Locations | 0 | 0 | 0 | 0 |
| Total Hours Worked | 0 | 0 | 0 | 0 |

REVENUE

| | | | | |
|---|-----------------|-----------------|-----------------|-----------------|
| Amount Invoiced for Inmates Housed for Other Juris. | \$2,100.00 | \$34,665.00 | \$27,000.00 | \$30,450.00 |
| Amount Invoiced for Federal Housing | \$45,600 | \$30,360 | \$17,112 | \$17,664 |
| Amount Invoiced for Federal Court Transport | \$658 | \$468 | \$917 | \$124 |
| Amount Invoiced for Federal Medical Transport | \$198 | \$152 | \$481 | \$171 |
| TOTAL INVOICED | \$48,555 | \$65,645 | \$45,510 | \$48,410 |

MEDICAL BILLING

| | | | | |
|------------------------------|-----------------|-----------------|-----------------|--------------|
| Medical Contractual Services | \$19,796 | \$18,410 | \$17,629 | \$0 |
| Prescriptions | \$3,578 | \$1,139 | \$1,275 | \$0 |
| Medical | \$396 | \$242 | \$39 | \$810 |
| Dental | \$0 | \$0 | \$2,202 | \$0 |
| Emergency Medical Services | \$240 | \$0 | \$145 | \$0 |
| Medical Supplies | \$364 | \$445 | \$548 | \$22 |
| TOTAL MEDICAL BILLING | \$24,374 | \$20,235 | \$21,839 | \$832 |

Housing Expense

| | | | | |
|------------------------------|-----------------|------------|------------|-----|
| Kane County Jail | \$20,250 | \$0 | \$0 | \$0 |
| TOTAL HOUSING EXPENSE | \$20,250 | \$0 | \$0 | |

COURT SECURITY

| | | | | |
|----------------------------|-------|--------|--------|-------|
| Entries | 9,001 | 10,157 | 11,568 | 9,786 |
| Items X-rayed | 4,067 | 4,432 | 4,742 | 3,924 |
| Bond Call - In Person | 3 | 62 | 117 | 77 |
| Bond Call - Video | 33 | 3 | 0 | 0 |
| Kendall Prisoners | 58 | 45 | 42 | 28 |
| Other Prisoners | 13 | 16 | 22 | 12 |
| Arrests made at Courthouse | 22 | 8 | 27 | 15 |
| Contraband Refused | 43 | 37 | 70 | 46 |

ELECTRONIC HOME MONITORING

| TOTAL DEFENDANTS ORDERED TO EHM | November-22 | November-23 | October-24 | November-24 |
|--|--------------------|--------------------|-------------------|--------------------|
| Juvenile | 5 | 4 | 5 | 6 |
| Adult | 70 | 82 | 66 | 55 |
| TOTAL PARTICIPANTS | 75 | 86 | 71 | 61 |

| Orders | November-22 | November-23 | October-24 | November-24 |
|----------------|--------------------|--------------------|-------------------|--------------------|
| Presentenced | 69 | 81 | 68 | 59 |
| Bischof | 36 | 28 | 29 | 26 |
| Post Sentenced | 6 | 5 | 3 | 2 |

| Days Defendants Served on EHM | November-22 | November-23 | October-24 | November-24 |
|--------------------------------------|--------------------|--------------------|-------------------|--------------------|
| Juvenile | 130 | 118 | 155 | 157 |
| Adult | 1,990 | 2,272 | 1,851 | 1,506 |
| TOTAL DAYS | 2,120 | 2,390 | 2,006 | 1,663 |

| EHM VIOLATIONS | November-22 | November-23 | October-24 | November-24 |
|-------------------------|--------------------|--------------------|-------------------|--------------------|
| Juvenile | 5 | 0 | 0 | 1 |
| Adult | 11 | 6 | 12 | 13 |
| TOTAL VIOLATIONS | 16 | 6 | 12 | 14 |

| COST vs. COLLECTIONS | November-22 | November-23 | October-24 | November-24 |
|-----------------------------|--------------------|--------------------|-------------------|--------------------|
| Cost | \$5,576 | \$6,286 | \$5,276 | \$4,374 |
| Collected | \$3,232 | \$2,243 | \$3,033 | \$1,933 |

KCSO TRAINING

| CORRECTIONS DIVISION | November-22 | November-23 | October-24 | November-24 |
|---|--------------------|--------------------|-------------------|--------------------|
| NATURE OF TRAINING | | | | |
| 40 Hour First Line Supervisory Skills | | | | 40 |
| Annual Mandatory Firearms Qual | | | | 2 |
| Balancing Innovation & Ethics: AI's Role in Modern LE | | | | 2.5 |
| CIT for Correctional Facilities | | | | 1 |
| CourtSmart | | | | 0.5 |
| Criminal Related Interviewing: CRIME 1, 2, 3 | | | | 8 |
| Crisis Communication | | | | 8 |
| Cultural Awareness & Diversity | | | | 22 |
| Escorting Inmates | | | | 2 |
| Executive Justice Training Institute | | | | 18 |
| Field Training Officer School (Sokolove) | | | | 80 |
| Gangs 3 | | | | 20 |
| Grab & Jab: EpiPens | | | | 0.75 |
| Internal Affairs Investigations | | | | 32 |
| Jail/Corrections Liability, Risk Mgmt, & Legal Issues | | | | 40 |
| Lexipol DTB's | | | | 19.5 |
| Off Duty Qual | | | | 1 |
| Proper Lock-Up Procedures for Female Arrestees | | | | 32 |
| Responding to Delirium | | | | 4.5 |
| Supervising Inmates | | | | 1 |
| Use of Force in Corrections | | | | 2 |
| Use of Force Workshop for Sergeants & Lieutenants | | | | 8 |
| TOTAL HOURS | 118.00 | 173.50 | 148.50 | 344.75 |

| OPERATIONS DIVISION | November-22 | November-23 | October-24 | November-24 |
|---|--------------------|--------------------|-------------------|--------------------|
| NATURE OF TRAINING | | | | |
| Acting Officer in Charge | | | | 24 |
| Annual IL Tactical Officers Assoc Conference | | | | 144 |
| Annual Low Light Shoot | | | | 120 |
| CourtSmart | | | | 18 |
| Criminal Related Interviewing: Crime 1, 2, 3 | | | | 8 |
| Crisis Intervention/Disturbance Calls | | | | 2.25 |
| FBI Executive Leadership Institute | | | | 28 |
| Firearms Restraining Order Act Awareness | | | | 5 |
| Gang Combat Dynamics: Zero Tolerance Approach | | | | 16 |
| Glock Armorer's School | | | | 8 |

| | | | | |
|--|---------------|---------------|---------------|---------------|
| ICAT Train the Trainer | | | | 12 |
| Interviewing Children | | | | 8 |
| IS-200c Basic Incident Command System for Initial | | | | 4 |
| Laws of Interrogations/Statements | | | | 16 |
| Lexipol DTB's | | | | 24 |
| Mental Health Awareness | | | | 10 |
| Officer Stress Management | | | | 1 |
| Psychology of Domestic Violence | | | | 8 |
| Rescue Task Force | | | | 98 |
| Risk Management & Civil Liability-Section 1983 | | | | 8 |
| Today's Professional & Effective Interview/Interrogation | | | | 24 |
| TOTAL HOURS | 341.00 | 493.25 | 602.25 | 586.25 |

| | | | | |
|-----------------------|--------------------|--------------------|-------------------|--------------------|
| COURT SECURITY | November-22 | November-23 | October-24 | November-24 |
|-----------------------|--------------------|--------------------|-------------------|--------------------|

| | | | | |
|--------------------------------|--------------|--------------|--------------|--------------|
| NATURE OF TRAINING | | | | |
| Bulletproof Report Writing | | | | 6 |
| CourtSmart | | | | 3.5 |
| Cultural Awareness & Diversity | | | | 6 |
| Gangs 3 | | | | 6 |
| Lexipol DTB's | | | | 5.25 |
| TOTAL HOURS | 17.00 | 30.25 | 22.00 | 26.75 |

| | | | | |
|--------------------------------|--------------------|--------------------|-------------------|--------------------|
| ADMINISTRATION DIVISION | November-22 | November-23 | October-24 | November-24 |
|--------------------------------|--------------------|--------------------|-------------------|--------------------|

| | | | | |
|----------------------------|--------------|--------------|-------------|--------------|
| NATURE OF TRAINING | | | | |
| CourtSmart | | | | 0.5 |
| Freedom of Information Act | | | | 2 |
| NIBRS Training Program | | | | 24 |
| TOTAL HOURS | 12.00 | 25.75 | 2.50 | 26.50 |

| | | | | |
|------------------|--------------------|--------------------|-------------------|--------------------|
| AUXILIARY | November-22 | November-23 | October-24 | November-24 |
|------------------|--------------------|--------------------|-------------------|--------------------|

| | | | | |
|---------------------------|-------------|----------|-------------|-------------|
| NATURE OF TRAINING | | | | |
| Lexipol | | | 4 | 2.5 |
| TOTAL HOURS | 2.00 | 3 | 4.00 | 2.50 |

| | | | | |
|--------------------|--------------------|--------------------|-------------------|--------------------|
| PART TIMERS | November-22 | November-23 | October-24 | November-24 |
|--------------------|--------------------|--------------------|-------------------|--------------------|

| | | | | |
|---------------------------|--------------|--------------|--------------|--------------|
| NATURE OF TRAINING | | | | |
| Annual Low Light Shoot | | | | 4.00 |
| CourtSmart | | | | 2.50 |
| Lexipol DTB's | | | | 4.50 |
| TOTAL HOURS | 11.00 | 19.50 | 23.75 | 11.00 |

| Kendall County Clerk Revenue Report | | 11/1/24-11/30/24 | 11/1/23-11/30/23 | 11/1/22-11/30/22 |
|---|--------------------------------------|-------------------------|-------------------------|-------------------------|
| Line Item | Fund | Revenue | Revenue | Revenue |
| CLKFEE | County Clerk Fees | \$575.50 | \$477.00 | \$574.00 |
| MARFEE | County Clerk Fees - Marriage License | \$900.00 | \$630.00 | \$780.00 |
| CIVFEE | County Clerk Fees - Civil Union | \$30.00 | \$0.00 | \$30.00 |
| ASSUME | County Clerk Fees - Assumed Name | \$30.00 | \$15.00 | \$65.00 |
| CRTCOP | County Clerk Fees - Certified Copy | \$1,834.00 | \$2,428.00 | \$2,020.00 |
| MISINC | County Clerk Fees - Misc | \$53.00 | \$52.45 | \$57.00 |
| | County Clerk Fees - Misc Total | \$3,422.50 | \$3,602.45 | \$3,526.00 |
| RECFEE | County Clerk Fees - Recording | \$21,436.00 | \$18,477.00 | \$21,171.00 |
| | Total County Clerk Fees | \$24,858.50 | \$22,079.45 | \$24,697.00 |
| CTYREV | County Revenue | \$39,237.50 | \$35,755.25 | \$48,645.75 |
| DCSTOR | Doc Storage | \$19,708.64 | \$10,562.00 | \$12,229.00 |
| GISMAP | GIS Mapping | \$38,820.00 | \$33,600.00 | \$38,850.00 |
| GISRCD | GIS Recording | \$7,160.75 | \$2,240.00 | \$2,590.00 |
| INTRST | Interest | \$147.53 | \$130.28 | \$133.92 |
| RECMIS | Recorder's Misc | \$515.50 | \$4,553.75 | \$3,171.00 |
| RHSP | RHSP/Housing Surcharge | \$20,718.00 | \$17,172.00 | \$10,332.00 |
| TAXCRT | Tax Certificate Fee | \$3,760.00 | \$2,440.00 | \$2,720.00 |
| TAXFEE | Tax Sale Fees | \$1,924.00 | \$1,993.60 | \$1,656.00 |
| PSTFEE | Postage Fees | \$62.70 | \$288.21 | |
| | | | | |
| CK # 19938 | To KC Treasurer | \$156,913.12 | \$130,814.54 | \$145,024.67 |
| | | | | |
| Death Certificate Surcharge sent from Clerk's office \$1180.00 ck # 19936 | | | | |
| Dom Viol Fund sent from Clerk's office \$155.00 ck 19937 | | | | |

Office of Jill Ferko

Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES

*AS OF MONTH END 11/30/2024

| <u>REVENUES*</u> | Annual <u>Budget</u> | 2024 YTD <u>Actual</u> | 2024 YTD% <u>%</u> | 2023 FINAL <u>Actual</u> | 2023 MTD <u>%</u> |
|---------------------------------|-------------------------|---------------------------|-----------------------|-----------------------------|----------------------|
| Personal Property Repl. Tax | \$915,000 | \$641,464 | 70.11% | \$1,145,841 | 125.23% |
| State Income Tax | \$3,208,685 | \$4,117,401 | 128.32% | \$4,083,067 | 129.26% |
| Local Use Tax | \$810,000 | \$787,118 | 97.18% | \$1,011,782 | 133.13% |
| State Sales Tax | \$600,000 | \$925,640 | 154.27% | \$972,931 | 149.68% |
| County Clerk Fees | \$350,000 | \$275,729 | 78.78% | \$309,879 | 88.54% |
| Circuit Clerk Fees | \$1,000,000 | \$1,356,785 | 135.68% | \$1,408,980 | 134.19% |
| Fines & Foreits/St Atty. | \$260,000 | \$458,183 | 176.22% | \$457,383 | 182.95% |
| Building and Zoning | \$85,000 | \$141,177 | 166.09% | \$105,788 | 132.23% |
| Interest Income | \$650,000 | \$2,448,686 | 376.72% | \$1,670,556 | 2227.41% |
| Health Insurance - Empl. Ded. | \$1,644,361 | \$1,172,154 | 71.28% | \$1,278,347 | 85.89% |
| 1/4 Cent Sales Tax | \$3,280,000 | \$4,025,539 | 122.73% | \$4,645,518 | 143.88% |
| County Real Estate Transf Tax | \$450,000 | \$608,406 | 135.20% | \$528,574 | 117.46% |
| Federal Inmate Revenue | \$503,700 | \$253,092 | 50.25% | \$456,876 | 78.23% |
| Sheriff Fees | \$107,250 | \$114,083 | 106.37% | \$118,521 | 104.27% |
| TOTALS | \$13,863,996 | \$17,325,458 | 124.97% | \$18,194,042 | 138.32% |
| Public Safety Sales Tax | \$8,000,000 | \$7,211,378 | 90.14% | \$8,259,817 | 110.13% |
| Transportation Sales Tax | \$8,000,000 | \$7,211,378 | 90.14% | \$8,259,817 | 110.13% |

This report includes major revenue line items excluding real estate taxes which are to be collected later.

***THESE ARE NOT FINAL NUMBERS FOR FY24. WE WILL POST ACCRUALS THROUGH 1/31/2025.**

EXPENDITURES

All General Fund Offices/Categories

| | | | | |
|---------------------|---------------------|---------------|---------------------|---------------|
| \$36,906,576 | \$34,804,754 | 94.31% | \$30,393,909 | 95.46% |
|---------------------|---------------------|---------------|---------------------|---------------|

**Office of the Kendall County Coroner
Jacquie Purcell**

**Monthly Report
November 2024**

* There were 15 hours of community service time served during the month of November.

* Chief Deputy Gotte attended the South East Homicide Investigator's Association Conference in San Antonio, TX, from 11/4-11/8/2024.

* Coroner Purcell attended the Fall IACO Conference in Bloomington, IL on 11/18-11/19/2024.

* Chief Deputy Gotte presented to the Law Enforcement Class at IVVC on 11/18/2024.

| Deaths Report to the M.E. | | Deaths Investigations | |
|---------------------------|-----|-----------------------|----|
| November 2024 | 19 | November 2024 | 2 |
| YTD | 344 | YTD | 50 |

| MEI Scene Investigations | | Postmortem Examinations | |
|--------------------------|----|-------------------------|----|
| November 2024 | 2 | November 2024 | 1 |
| YTD | 60 | YTD | 26 |

| Manner of Death | | | | | | |
|-----------------|---------|----------|---------|----------|---------------|---------|
| | Natural | Accident | Suicide | Homicide | Indeterminate | Pending |
| November 2024 | 17 | 2 | 0 | 0 | 0 | 0 |
| YTD | 309 | 21 | 8 | 1 | 2 | 3 |

| Cremation Permits Issued | |
|--------------------------|-----|
| November 2024 | 12 |
| YTD | 227 |

| Case Number | MOD | COD | DOB | DOD | Autopsy | Scene |
|-------------|----------|------------------------------------|------------|------------|---------|-------|
| 2024-0326 | Natural | Nervous System | 05-29-1961 | 11-03-2024 | None | No |
| 2024-0327 | Natural | Cardiac | 12-18-1940 | 11-03-2024 | None | No |
| 2024-0328 | Natural | Neoplasm/Cancer | 06-27-1941 | 11-04-2024 | None | No |
| 2024-0329 | Natural | Cardiac-ASCVD-IHD and Hypertension | 08-09-1950 | 11-04-2024 | None | No |
| 2024-0330 | Natural | Neoplasm/Cancer | 04-22-1934 | 11-07-2024 | None | No |
| 2024-0331 | Natural | Neoplasm/Cancer | 03-04-1940 | 11-09-2024 | None | No |
| 2024-0332 | Natural | Dementia-Alzheimers | 08-28-1940 | 11-12-2024 | None | No |
| 2024-0333 | Natural | Neoplasm/Cancer | 12-14-1979 | 11-13-2024 | None | No |
| 2024-0334 | Natural | Cardiac | 04-01-1940 | 11-13-2024 | None | No |
| 2024-0335 | Natural | Cardiac | 03-31-1940 | 11-15-2024 | None | No |
| 2024-0336 | Accident | MVCrash-Pedestrian | 11-10-1985 | 11-15-2024 | None | Yes |
| 2024-0337 | Natural | Nervous System | 07-11-1967 | 11-18-2024 | None | No |
| 2024-0338 | Natural | Dementia-Alzheimers | 04-10-1923 | 11-21-2024 | None | No |
| 2024-0339 | Accident | Drug Death-Mixed Drug Toxicity | 01-04-1982 | 11-21-2024 | Full | Yes |
| 2024-0340 | Natural | Dementia-Alzheimers | 07-31-1942 | 11-23-2024 | None | No |
| 2024-0341 | Natural | Neoplasm/Cancer | 10-15-1954 | 11-24-2024 | None | No |
| 2024-0342 | Natural | Neoplasm/Cancer | 01-06-1935 | 11-24-2024 | None | No |
| 2024-0343 | Natural | Cardiac-Infarct NOS | 01-06-1957 | 11-25-2024 | None | No |
| 2024-0344 | Natural | Nervous System- Stroke | 07-30-1945 | 11-29-2024 | None | No |

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

Emergency Management Report

November 2024

○ **KCEMA Operations**

- Waiting to take possession of 16 Motorola APX-6000 700/800Mhz radios from Plainfield PD.
- The State is proposing changes to the EMA Admin Rule (Part 301) as follows:
 - Extends Accreditation Window/Cycle. Clarifies the requirements for a 3-year cycle for accreditation and EOP submission
 - Changes the suspense dates for submission of THIRA and IPP (Updates bi-annually on 1 Feb and 1 Aug)
 - Updates EOP requirements with some additional annex requirements
 - Changes minimum exercise frequency, to include refinement to the coordination, planning, and documentation process. Incorporates more flexibility to consider IPRA and other events for exercise credit
 - Establish updated training hour requirements for ESDA whole community to maintain accreditation based on a three-year cycle (better clarifies all of the training opportunities that can be credited to this requirement)
 - Increases flexibility for EMPG distribution formula to allow more equitable distribution to less-populous ESDA jurisdictions

○ **Nuclear**

- Planning for the upcoming Nuclear Dresden Drill in 2025 is underway. Attending several planning meetings throughout the months to come.
 - EAL training Dec 12th
 - Pre-Exercise – March 4, 2025
 - Exercise – April 8, 2025
- Our new IPRA plan will include public alert messages in English and Spanish.

○ **UCP**

- The UCP is back to the scheduled exercises every 1st Tuesday of the month.
- Mast needs to be oiled.

- **Meetings/Training/Volunteers/Details**

- KCEMA Leadership Meetings
- Starcom/IPAWS Monthly Testing
- The next KCEMA monthly meeting is November 16th. Holiday party, volunteer awards, and yearend review.

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 DECEMBER 2024

| | <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> |
|--------------------------------|------------------------|--------------------------|----------------------------|---------------------------|------------------------|----------------------------|-------------------------|---------------------|
| Criminal Felony: | 173 | 182 | 251 | | | 37 | 58 | |
| Class M- | 4 | 2 | 0 | | | | | |
| Class X- | 3 | 19 | 6 | | | 1 | | |
| Class 1- | 0 | 25 | 13 | | | 1 | | |
| Class 2- | 32 | 41 | 62 | | | 1 | | |
| Class 3- | 19 | 39 | 56 | | | 12 | | |
| Class 4- | 60 | 56 | 114 | | 1 | 22 | | |
| MX/SVP/Post C.: | 1 | 3 | | | | | | |
| Criminal CM: | 29 | 31 | 87 | 51 | 98 | 48 | 26 | |
| Criminal DUI/DT: | 17 | 1 | 7 | 32 | 80 | 20 | 18 | |
| Criminal DV: | 14 | 4 | 6 | 58 | 51 | 29 | 19 | |
| Traffic Offenses (TR): | 16 | 20 | 47 | 80 | 64 | 31 | 10 | |
| Traffic Offenses (MT): | 13 | 2 | 29 | 147 | 222 | 130 | 78 | |
| Juvenile JA/Truancy JV: | | | 7 | 40 | 71 | 66 | 8 | |

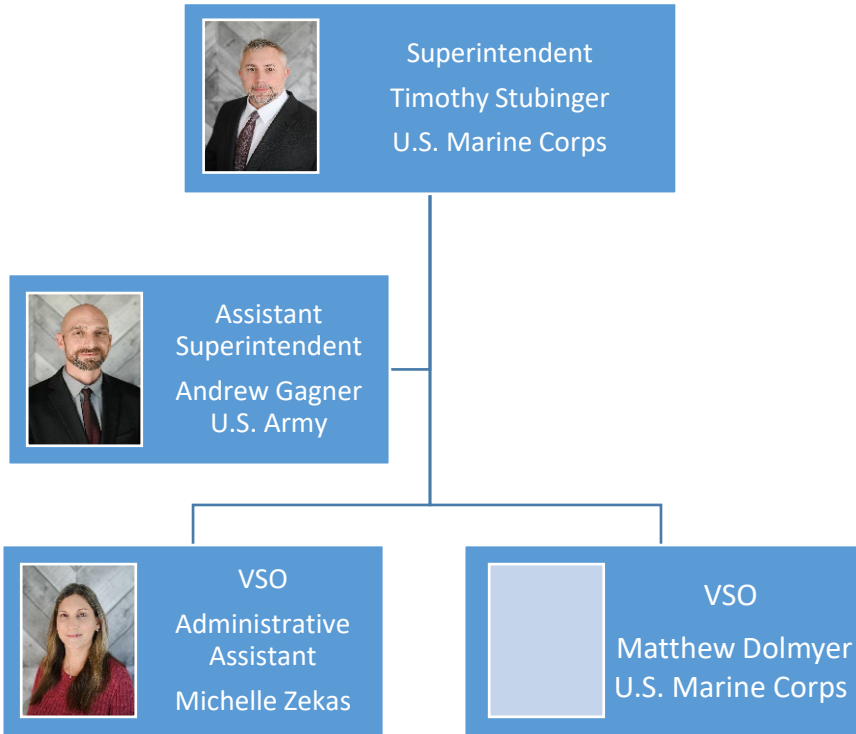
| | <u>J. MAJER</u> | <u>C. WHEATON</u> | <u>K. GUSTAFSON</u> | <u>R.LANCILOTI</u> | <u>S. KIRST</u> | <u>S. HOLLMEYER</u> | <u>New Files</u> | <u>TOTAL</u> |
|------------------------------|-----------------|-------------------|---------------------|--------------------|-----------------|---------------------|------------------|--------------|
| Juvenile JD: | | | 4 | 35 | 83 | 25 | 19 | |
| Class X- | | | 1 | | | 5 | | |
| Class 1- | | | | 1 | 2 | | | |
| Class 2- | | | 1 | 4 | 9 | | | |
| Class 3- | | | | 9 | 20 | 5 | | |
| Class 4- | | | 2 | 6 | 16 | 5 | | |
| CM- | | | | 15 | 36 | 10 | | |
| Criminal Contempt: | | | | | | | | |
| Civil Law/Other: | | | | | | | | |
| Conditions Call Only: | | | | | | | 16 | |
| Total Open/Dec.-24: | 208 | 243 | 438 | 483 | 669 | 386 | | 2,427 |
| Total Open/Nov.-24: | 278 | 261 | 434 | 382 | 511 | 343 | | 2,209 |
| Total Closed/Nov.-24: | 65 | 22 | 30 | 53 | 17 | 60 | | 247 |
| Total New Files-Nov.-24: | 11 | 16 | 27 | 77 | 57 | 48 | | 236 |



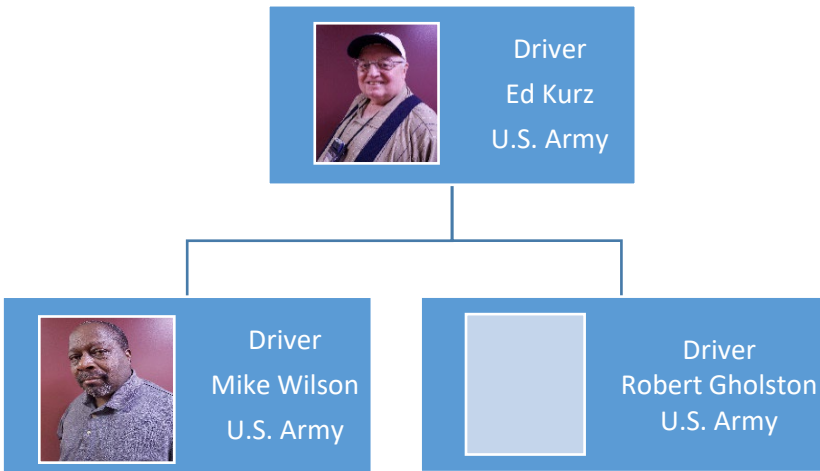
**KENDALL COUNTY VETERANS ASSISTANCE COMMISSION
2024 YEAR END REPORT
TO
KENDALL COUNTY CHAIRMAN
HONORABLE MR. MATT KELLOGG**

**Prepared by
TIMOTHY STUBINGER
SUPERINTENDENT
VETERANS ASSISTANCE COMMISSION OF KENDALL COUNTY**

Our Staff



Drivers



Mission Statement: Our motto, "Service Over Self "highlights our team's dedication to helping those who have served our country. We strive to better the lives of veterans and their families as they have made the American way of life possible. Whether navigating an application for benefits, mourning the loss of someone close, or venting over coffee, we are committed to serving those who have selflessly sacrificed for the things we enjoy.

Fiscal year 2024 was a successful year. We integrated changes to our claims procedures that has rendered positive results in disability compensation determinations as well as streamlining office processes. In an office with only three VSOs' we have effectively been able to manage a high workload with limited stresses while maintaining a high level of attention to detail. As a result, we have recorded a twenty-year high in new benefits,

The Veterans Service Officers of Kendall County work diligently at their duties to ensure all Veterans as well as dependents are provided for with an attention detail that is only rivaled by their passion for their duties. The Veterans Assistance Commission has served our community for twenty-two years and counting. We, as an organization, look forward to fulfilling the promise of all Veterans Service Organizations, which is to provide support to the Veteran community by providing assistance with all state, local, and federal benefits.

It is with great pleasure that I submit to the Kendall County Chairman, the Honorable Mr. Matt Kellogg the annual report for the Veterans Assistance Commission of Kendall County (VACKC or VAC).

As of 2024, Kendall County has a population of 4,241 Veterans. Additionally, we have nearly the same number of surviving spouses and dependents. The focus of the Veterans Assistance Commission of Kendall County is the following:

1. Veteran's disability and pension claims, Dependence Indemnity Compensation and Survivors Pension.
2. Health Care.
3. Low income rental assistance and food assistance.
4. Transportation for VA medical appointments.
5. Outreach and Community involvement.

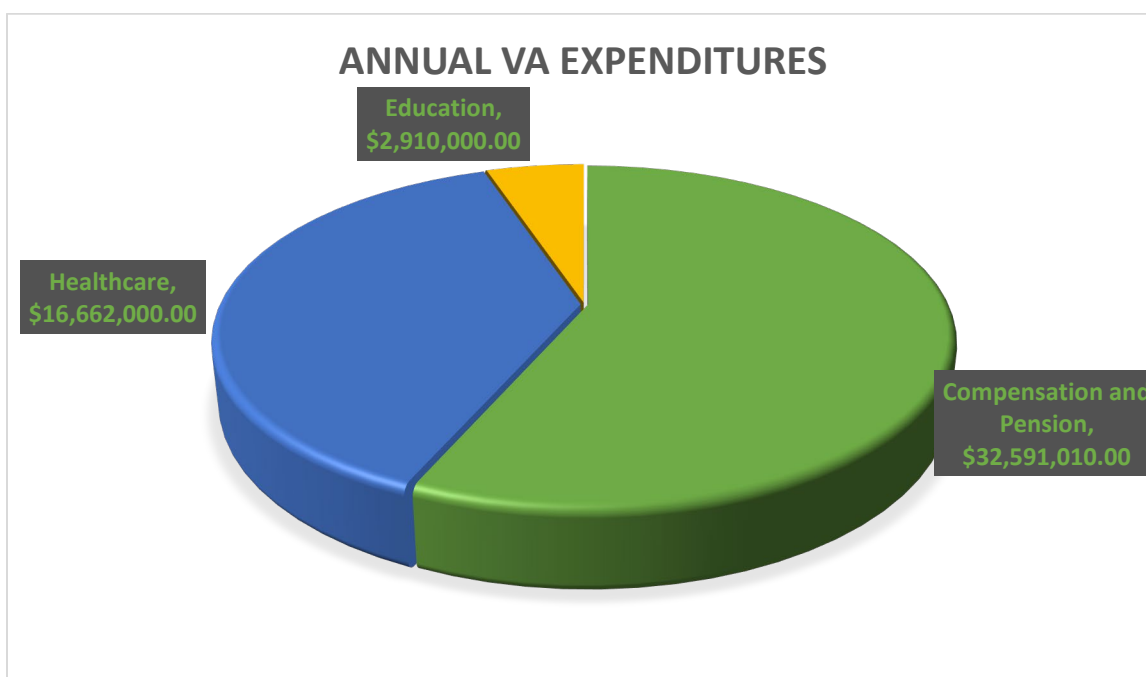
In FY2024, the Veterans Assistance Commission of Kendall County assisted Veterans in obtaining \$3,222,000.00 in monthly disability benefits. With these new monetary awards, the total benefit in regards to Veteran's compensation and

pension totals \$32,591,010.00. Veterans that live in Kendall County have increased spending power and wealth that strengthens the community as a whole.

Healthcare is also a key component in showing the effectiveness of the Veterans Assistance Commission. Enrollment into VA healthcare reduces costs to tax payers for older, indigent, and low income Veterans. Through the efforts of the VAC enrolling Veterans into healthcare, the VA is responsible for providing healthcare to most Veterans that reside in Kendall County at the cost of \$16,662,000.00 annually.

Education benefits as well provides Veterans with necessary education and training to become successful residents of Illinois. The Department of Veterans Affairs is allocating \$2,910,000.00 annually in education benefits to Kendall County Veterans.

In total, Kendall County Veterans are the recipients of \$52,163,010.00 in benefits from the Department of Veterans Affairs. With a budget of \$574,844.12, this equates to a return of \$91.00 for every dollar levied to the VACKC.



The Veterans Assistance Commission provides rental/ mortgage assistance as well as food assistance for low income Veterans and/or dependents. As of 2024 we serve eleven (11) low income Veterans and/or dependents. Annually we provide \$35,000.00 in rental/mortgage assistance and \$10,000.00 in food assistance. Our goal is to provide the help needed for able-bodied Veterans and dependents the opportunity to get back on their feet and assist older Veterans and dependents that are on a fixed income for as long as needed.

The Veterans Assistance Commission also provides a transportation service that provides chauffeur services to all Veterans as well as dependents of deceased Veterans. Our transportation system covers medical appointments locally to private practices as well as VA Community Based Outpatient Clinics (CBOCs) and VA hospitals. We provided 517 rides to VA facilities in FY2024 with an additional 155 rides for local non-VA medical appointments. The VACKC operates three vehicles including a modified bus with features that assist Veterans with major mobility concerns.

The outreach team continues to make efforts to grow our “whole-community” ideals. For FY2024, there was a restructuring of the outreach program and we are looking forward to FY2025. Since the restructuring, the VAC has participated in eight Veteran Focused events that is a 99% increase from the previous year. As an organization, we have a desire to assist the local VFW, American Legions, and Marine Corps League with activities they host for Veterans and their families. We want to ensure the survival of these organizations by introducing Veterans to the capabilities and comradery these organizations offer and that Veterans once had in the military. For FY2025, the goal of the outreach program is to take part in all Veteran’s and community events. Becoming an even greater participant in county held events as well as developing new and experimental Veterans gatherings with county involvement, this is integral to the “whole community” vision. We want to reinforce that if a person is a Veteran, Kendall County is the place to reside in.

We are proud of the productivity of the Veterans Assistance Commission of Kendall County and look forward to FY2025.

Respectfully Submitted By

Timothy Stubinger

Timothy Stubinger

Superintendent

Kendall County Veterans Assistance Commission

Special Thanks to our Delegates and Alternates of 2024

President Nancy Judge – Yorkville American Legion post 489

Vice President Josh Chamness - Oswego American Legion Post 675

Treasurer James Castaneda – Plainfield American Legion Post 13

Delegate Joe West- Oswego American Legion Post 489

Alternate David La Frances- Plainfield American Legion Post 13

Alternate Bernard Boeger- Plano American Legion Post 395

Delegate Brian Clason- Plano American Legion Post 395

Alternate Ken Periman- Montgomery VFW Post 7452

Delegate Bryan Gulley- Montgomery VFW Post 7452

Alternate Anthony Cella Sr. - Yorkville American Legion Post 489

Delegate Oscar Ramirez- Fox Valley Marine Corps League Det. 1233

Alternate Dustin Dunn- Fox Valley Marine Corps League Det. 1233

Kendall Area Transit

Year End Information

July 2023-June 2024

| | |
|---------------------|--------|
| Number of Pick-Ups | 31,106 |
| Number of Drop-Offs | 31,106 |
| Total Rides | 62,212 |

The primary locations are as follows: Oswego, Yorkville, Plano, and Montgomery

Kendall Area Transit operates a fleet of 24 vehicles.

Over the past year, we have successfully decreased the number of turnaways from 140 to fewer than 100.

PCOM has been in contract with 12 out of 14 municipalities regarding the increase in contributions.

Kendall Area Transit developed a new logo

****Fiscal Year 2025 Objectives****

1. Expand Fleet Capacity
2. Enhance Bus Branding with Wraps
3. Increase Community Outreach Efforts



KENDALL COUNTY
Ordinance No. _____

An Ordinance for the Establishment of Altered Speed Zones in Whitetail Ridge Subdivision

WHEREAS, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

WHEREAS, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department or others; and

WHEREAS, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

THEREFORE, BE IT ORDAINED, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

AND BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

SCHEDULE OF ALTERED SPEED ZONES

| <u>Street or Highway</u> | <u>Exact Limits of Zone(s)</u> | <u>Maximum Speed Limit</u> |
|--------------------------|---|----------------------------|
| Clubhouse Drive | Ill. Rte. 126 to Whitetail Ridge Drive | 30 MPH |
| Fairway Drive | Ill. Rte. 126 to Whitetail Ridge Drive | 30 MPH |
| Whitetail Ridge Drive | Clubhouse Drive to Fairway Drive | 30 MPH |
| Bentgrass Circle | Fairway Drive to Fairway Drive | 25 MPH |
| Championship Court | Clubhouse Drive to East Terminus | 25 MPH |
| Golfview Court | Whitetail Ridge Drive to South Terminus | 25 MPH |
| Ironwood Court | Whitetail Ridge Drive to South Terminus | 25 MPH |
| Legacy Circle | Clubhouse Drive to Clubhouse Drive | 25 MPH |
| Whitetail Ridge Court | Clubhouse Drive to West Terminus | 25 MPH |

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D., 2024.

Debbie Gillette – County Clerk

SEAL



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 12/17/2024

Subject: Installation of Security Devices by Security Automation Systems

Prepared by: Dan G. Polvere, Facilities Manager

Department: Facilities Management

Action Requested:

Approval of a resolution authorizing the County Administrator to execute and agreement with Security Automation Systems not to exceed \$60,000 for door access controls, security cameras and installation.

Board/Committee Review:

N/A

Fiscal impact:

Not-to-exceed \$60,000 from Public Safety Capital

Background and Discussion:

As part of the Courthouse Office Renovation Project, facilities management staff and court security worked together to formulate a list of security devices that would be needed in the new office areas on the first and second floor to mirror the existing level of security at the Courthouse. This includes the following scope of work:

1. Installation of (7) Video Surveillance Cameras
2. Installation of (16) Key Card Access Points (including the elevator)
3. Installation of (23) Panic Alarms (one in each private office, two in each conference room, one at each of the three open workstation spaces)

Security Automation Systems is the current access control and video surveillance system provider and service contract holder for the Kendall County Courthouse and Jail. Their proposal for materials and labor to complete this work is \$53,700. We are requesting a \$6,300 contingency to cover any unforeseen conditions for a total request of \$60,000.

Staff Recommendation:

Approval of a resolution

Attachments:

Resolution authorizing execution of a contract with Security Automation Systems



County of Kendall, Illinois

Resolution 2024-_____

RESOLUTION

Resolution granting authority to the County Administrator to execute a contract with Security Automation Systems in the amount not to exceed \$60,000 for the purchase of door access controls, security cameras, installation and related costs

WHEREAS, the Kendall County Board has the authority to delegate certain power and duties to county officers, and 55 ILCS 5/5-1087 provides the Kendall County Board with the authority to “impose additional duties, powers and functions upon county officers”; and

WHEREAS, additional door access controls and security cameras are necessary for the safety of staff and the public at the Kendall County Courthouse ; and

WHEREAS, Security Automation Services currently provides security system services for Kendall County; and

WHEREAS, it is necessary to install the new security devices prior to certain areas of the Kendall County Courthouse becoming occupied; and

WHEREAS, the Kendall County Board recognizes the County Administrator is the officer best situated to determine if and when it is appropriate for Kendall County to execute a contract with Security Automation Systems.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, AS FOLLOWS:

The Kendall County Board hereby grants the County Administrator the authority to approve the purchase of video surveillance, card access and panic alarms in an amount not to exceed \$60,000 without further action by the Kendall County Board and the authority to bind Kendall County for such purchase.

The authority herein granted to the County Administrator will continue for one year after the date of adoption of this Resolution or until the contract has been executed, whichever occurs first. The County Board may revoke the authority granted to the County Administrator at any time, with a majority vote of the County Board.

Approved and adopted by the County Board of Kendall County, Illinois this _____ day of _____, 2024.

Board Chairman Signature:

Attest:

Matt Kellogg, Chairman
Kendall County Board

Debbie Gillette
County Clerk