

## **Kendall County Board Agenda Adjourned September Meeting**

Kendall County Historic Courthouse, 110 W. Madison Street, Yorkville, IL 60560

Tuesday February 4, 2025, at 6:00pm

- 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 January 7, 2025 (p.2)
  - b. Approval of Standing Committee Minutes (p.3)
  - c. Approval of Claims in an amount not to exceed \$1,832,954.64
  - d. Approval of Chicago HIDTA Drug Intelligence Officer with Kendall County as the Fiduciary Agent effective March 11, 2025, through March 12, 2027, in the annual amount of \$91,850.00
  - e. Approval of Service Agreement between Kendall County and the Village of Plainfield for the Provision of Demand Response Transportation (p.12)
  - f. Approval of Service Agreement between Kendall County and Kendall Township for the Provision of Demand Response Transportation (p.17)
  - g. Approval of Ordinance Abating the Taxes levied for the Year 2024 Payable 2025 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois (p.23)
  - h. Approval of Budget Amendment for the Sheriff's Office and Corrections Command Staffs' Salary Adjustment in an amount not to exceed \$109,970 (p.27)
- 10. Old Business
- 11. New Business
  - a. Approval of Letter of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Patrol Sergeants)(p.28)
- 12. Standing Committee Reports
- 13. Special Committee Reports
- 14. Liaison Reports
- 15. Other Business
- 16. Chairman's Report
- 17. Public Comment
- 18. Questions from the press
- 19. Executive Session
- 20. Adjournment

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

#### KENDALL COUNTY BOARD ADJOURNED SEPTEMBER MEETING January 7, 2025

STATE OF ILLINOIS	) ) SS
COUNTY OF KENDALL	)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, 110 W Madison St, in the City of Yorkville on Tuesday, January 7, 2025, at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: None.

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

- A. Approval of County Board minutes from December 2, 2024, County Board Reorganizational Meeting
- B. Approval of Committee Minutes
- C. Approval of claims in the amount of \$753,594.72 from December 31, 2024
- D. <u>Approval of Service agreement between Kendall County and the Village of Millington for the Provision of</u>
  Demand Response Transportation
- E. Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2024
- F. Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2024
- G. Approval of Kendall Area Transit Coronavirus Aid, Relief and Economic Security Act (CARES) Grant Financial Report June 30, 2024
- **B) COMBINED CLAIMS**: ADMIN \$89.64; AC \$7,339.00; ASSMT \$455.00; CIR CLK \$1,942.81; CIR CRT JDG \$7,261.20; CRNER \$2,321.00; CRRCTNS \$15,264.26; CNTY ADMIN \$117,771.50; CNTY BRD \$42,645.70; CNTY CLK \$1,700.00; HIGHWY \$145,095.76; ELCTNS \$948.64; EMA DIR \$644.49; FCLT MGMT \$17,634.47; GIS COORD \$42.32; HLTH & HMN SRV \$161,684.70; HR \$1,238.30; JURY \$25,706.64; MERIT \$2,735.00; PBZ \$7,809.28; PBZ \$4,884.34; PRSDNG JDG \$5,830.35; PROB SPVSR \$4,698.70; ROE \$7,626.38; SHRF \$16,636.97; ST ATTNY \$42,522.80; TECH \$11,080.10; UTIL \$45,392.44; VET \$2,629.00; FP \$9,435.65; SHF \$28,158.01; SHF \$23,805.92
- D) A complete copy of IGAM 25-01 is available in the Office of the County Clerk.

#### **OTHER BUSINESS**

Luke Prisco from Facilities Management provided the board with an update on the County Office Building move.

#### **PUBLIC COMMENT**

Miranda Marshall Faulkner spoke about the property at 1539 Collins Road.

#### **ADJOURNMENT**

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

Approved and submitted this 8th day of January 2025.

Respectfully submitted by, Debbie Gillette Kendall County Clerk

Co Board 1/7/2025 - 1 -

## COUNTY OF KENDALL, ILLINOIS FINANCE & BUDGET COMMITTEE

#### Meeting Minutes for Thursday, September 26, 2024

<u>Call to Order</u> – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 5:46 p.m.

#### **Roll Call**

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg	Here		
Jason Peterson	Here		
Seth Wormley		5:50 p.m.	

#### With four (4) members present a quorum was established.

<u>Staff Present</u> – Christina Burns, Latreese Caldwell, Jennifer Karales

<u>Approval of Agenda</u> – Member Kellogg made a motion to amend the agenda; move New Committee Business item D in front of item A and change item E to Approval of the Fiscal Year 2025 tentative budget, second by Member DeBolt. <u>With four (4) members present voting aye, the motion carried by a vote of 4 - 0.</u>

<u>Approval of Minutes</u> – Member Kellogg made a motion to approve the minutes from August 29, 2024, second by Member Peterson. <u>With four (4) members present voting aye, the motion carried by a vote of 4 - 0.</u>

#### **Committee Reports and Updates**

**A.** <u>Personnel Reports</u> - Treasurer Jill Ferko provided to the committee the Treasurer's Employee Status Report and is included in the packet (Page 4). The committee did not engage in a discussion regarding this report.

#### **New Committee Business**

#### D. Discussion Grundy-Kendall Office of Education Annual Audit & Employee Compensation

Regional Office of Education Superintendent Chris Mehochko guided the committee's attention to page 16 of the provided packet. He reported that the FY24 audit has been concluded, and to his knowledge, there are currently no findings. Superintendent Mehochko has presented to the committee an explanation regarding the bonuses that were awarded to his employees last year. He clarified that the funds utilized for these bonuses were derived from interest earned on their accounts, with no county or grant money being involved. It is important to note that neither the superintendent nor the assistant superintendent received a bonus. He is proposing to implement a similar bonus distribution this year, with the current balance in the interest-earning accounts totaling \$24,000. This proposed bonus will be provided as a supplemental reward and is separate from regular compensation, to be shared evenly among the thirty employees. The committee concurred that this represents a judicious allocation of funds and acknowledged the significance of prioritizing employee welfare.

#### A. FY24-26 ARPA

Financial Analyst Jennifer Karales provided to the committee the American Rescue Plan overview of ARPA financial report (page 5 of packet). Ms. Karales plan is to reach out to those entities that still need to spend their ARPA funds. All funds must be spent by 2026.

#### **B. Approval of FY2024 Opioid Fund Applications**

Financial Analyst Jennifer Karales directed the committee to the two applications for opioid fund money (page 6 of packet). The first application is from the Health Department for \$18000.00, money will be used to replenish emergency kits, drug take-back disposal and funding media campaigns to prevent opioid misuse. The second application is from Judiciary for \$360.00 for mental health services to support people in treatment and recovery.

Member DeBolt made a motion for Approval of HHS Opioid Fund Application and the Judicial Opioid Fund Application, second by Member Peterson. With five (5) members present voting aye, the motion carried by a vote of 5 - 0.

#### C. Approval of Dan Polvere Director of Facilities increase in Credit Card Limit to \$8,000

Financial Analyst Jennifer Karales indicated that the increase is intended to support the Director of Facilities in the procurement of equipment for buildings, with the current limit set at \$5,000.00.

Member Kellogg made a motion for Approval of Dan Polvere Director of Facilities increase in Credit Card Limit to \$8,000, second by Member Wormley. With five (5) members present voting aye, the motion carried by a vote of 5 - 0.

#### E. Approval of the Kendall County Fiscal Year 2025 Tentative Budget

Financial Analyst Jennifer Karales indicated that the proposed budget currently reflects a deficiency of \$2.7 million. Following tonight's approval, it will be forwarded to the County Board and subsequently published in the newspaper and on the website for a period of 15 days. The committee will hold two additional meetings to work towards achieving a balanced budget, which will then require approval at the County Board meeting scheduled for November 3, 2024. The levies will be approved on November 11, 2024.

Member Kellogg made a motion for Approval of Kendall County Fiscal Year 2025 Tentative Budget to be forwarded to the next County Board, second by Member DeBolt. With five (5) members present voting aye, the motion carried by a vote of 5 - 0.

Old Committee Business - None

<u>Chairman's Report</u> – Chair Gengler thanked everyone for their work on the budget hearings and to all that attended those meetings last Friday.

**Public Comment** – None

**Executive Session** - None

Items for County of the Whole – None

#### **Items for County Board**

Approval of the Kendall County Fiscal Year 2025 Tentative Budget

<u>Adjournment</u> – Member Peterson made a motion to adjourn the Finance and Budget Committee meeting, second by Member DeBolt. <u>With five (5) members present voting aye; the meeting was adjourned at 6:00 p.m. by a vote of 5 - 0.</u>

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



## COUNTY OF KENDALL, ILLINOIS COMMITTEE OF THE WHOLE Thursday, December 12, 2024, at 4:00 PM

### hursday, December 12, 2024, at 4:00 PN Meeting Minutes

**Call to Order and Pledge of Allegiance -** The Committee of the Whole meeting was called to order at 4:30 p.m. by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

#### **Roll Call**

<b>Board Member</b>	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler		4:18 p.m.	
Zach Bachmann	Absent		
Brian DeBolt	Here		
Elizabeth Flowers		4:13 p.m.	
Dan Koukol	Here		4:49 p.m.
Jason Peterson		4:12 p.m.	
Ruben Rodriguez	Here		
Brooke Shanley	Here		
Seth Wormley	Here		

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

**Staff Present:** Christina Burns, Latreese Caldwell, Jennifer Breault, Leslie Johnson, Dan Polvere, Luke Prisco, Jim Webb, Levi Gotte

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

<u>Approval to Forward Claims to County Board</u> – Motion made by Member DeBolt, seconded by Member Wormley to forward claims to the next County Board meeting. <u>With six (6) members present voting</u> <u>aye, the motion was carried by a vote of 6-0.</u>

Committee Reports and Updates - None

#### **New Committee Business**

A. Motion to Forward to County Board: Resolution for Maintenance Under the Illinois Highway Code appropriating \$500,000 for the purchase of bulk rock salt and general maintenance of highways

Mr. Kellogg informed the committee that this is an annual contract that the highway department engages in each year.

Member DeBolt 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. Motion to Forward to County Board: An Ordinance for the Establishment of Altered Speed Zones in Whitetail Ridge Subdivision

This item was referred to the committee of the whole due to the absence of established committees as of today. Committee members discussed the current speed limits in the area and would like to present this to the county board under committee reports for further discussion with the highway engineer.

Member DeBolt 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.

C. Motion to Forward to County Board: Discussion of an agreement with Fox Fiber for reimbursement of eligible expenditures not to exceed \$80,000

As part of the County's initiative to establish a public broadband network, a not-for-profit corporation, Fox Fiber NFP, has been created. Fox Fiber will serve as the network owner and developer until all outstanding debt is settled, at which point ownership of the network will be transferred back to the County. Staff is currently in the process of drafting the necessary legal agreements for the program and conducting a comprehensive financial analysis. Given that Fox Fiber operates as a separate entity from the County and has its own Board of Directors, it is appropriate for Fox Fiber to engage its own legal counsel and potentially a financial adviser. This agreement will enable the County to reimburse Fox Fiber for these professional services until the financing is finalized, after which Fox Fiber will have separate funds to manage these costs. Similar to the Predevelopment Agreement with Pivot Tech, this arrangement also allows the County to recover these expenditures from Fox Fiber at a later date.

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

D. Discussion of Opioid Application

Jennifer Breault, Finance & Budget Analyst, directed the committee to page 15 in the packet. The Coroner's office is requesting funding for FY25 in the amount of \$3,700 for their Drug Take-Back event, as well as for travel and training expenses related to the Overdose Fatality Review Team Training. Levi Gotte, Chief Deputy Coroner, also addressed the committee and provided a summary of the rationale for the request.

Member Flowers entered the meeting at 4:14pm.

E. Discussion of American Rescue Plan Act Funds

Jennifer Breault, Finance & Budget Analyst, directed the committee to pages 16 and 17 of the packet. The documents provide an overview of the American Rescue Plan Act (ARPA). As of November, there remains a balance of \$1,206,825, which has already been allocated. The ARPA Municipalities overview presents the remaining balance for each municipality.

F. Motion to Forward to County Board: Discussion 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

Miscellaneous HVAC Renovations Project include:

#### **Health & 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)

#### Courthouse

- A/C Unit 4: Temperature control for the server room in the judicial hallway
- 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).
- 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

The Kendall County Miscellaneous HVAC Renovations project was publicly advertised for bidding on November 7, 2024. Over 20 trade contractors were notified and invited to participate, resulting in 10 contractors attending our Pre-Bid walkthrough on November 14, 2024. At the bid opening on November 22, 2024, staff received six bids, which were opened, read aloud, and recorded as detailed in the attached official Bid Tabulation document. The lowest responsive and responsible bidder was 1 Source Mechanical Inc., with a base bid including alternates totaling \$880,380.

Cordogan Clark has conducted a project scope review with 1 Source Mechanical Inc. to confirm their complete understanding and acceptance of the terms and conditions, and they have duly executed the project scope review sheets. Additionally, Cordogan Clark has reviewed their qualification statement and references and is satisfied that they meet our recommended standards. Therefore, staff recommend that 1 Source Mechanical Inc. be awarded the Miscellaneous HVAC Renovations project for \$880,380 as cited above.

The project will also include a contingency of 5%, amounting to \$44,019, to account for any potential unforeseen work. Consequently, the total project value, inclusive of contingency, limited Construction Management Site Supervision, CM & AE Fees, and other reimbursables, is \$949,899, as outlined in the attached Bid Analysis & Budget Sheet.

Costs are allocated between ARPA funds for the HVAC renovations and the jail commissary funds for the walk-in cooler and freezer for the Public Safety Center.

Member DeBolt 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.

G. Motion to Forward to County Board: Discussion 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)

Dan Polvere updated the committee on the Contingency Reduction #11 which 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.

- 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)

The current available contingency is \$ \$14,980.

Member DeBolt made a motion to forward to the next County Board, Seconded by Member Gengler. With nine (9) members present voting aye, the motion was carried by a vote of 9-0.

H. Motion to Forward to County Board: Discussion 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)

Luke Prisco, Assistant Director of Facilities Management, spoke about the Trane Building Automation System (BAS). This system is a proprietary system that has been in operation at the John St. Campus for over 20 years. All software updates, subscription license renewals, parts procurement, and service must be conducted by Trane and performed by certified Trane technicians. Consequently, the following scope of work could not be competitively bid.

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

Member Wormley made a motion to forward to the next County Board, Seconded by Member DeBolt. With nine (9) members present voting aye, the motion was carried by a vote of 9-0.

I. Motion to Forward to County Board: Discussion of Phase 2 County Office Building Renovations and Bid Documents with a total project costs of \$9,905,208

Rick Krishel provided the committee with an update on the bidding for the Phase II County Office Building Renovation project, scheduled for October 31, 2024. More than 850 Trade Contractors were notified and invited to participate in the bidding process. On the bid opening date of November 26, 2024, staff received multiple bids for Bid Packages 1, 3, 5, 6, 7, 8, 9, and 10. Unfortunately, staff did not receive a sufficient number of qualified proposals for Bid Package 2 (structural steel) to proceed with an opening at that time, and thus, this package was not read aloud or recorded. To facilitate competitive pricing, the bid due date for this package was extended. The final bid opening for Bid Package 2 took place on December 5, 2024, during which we received the necessary pricing for the remaining package.

The following are the lowest responsive and responsible bidders recommended by Cordogan Clark for contract awards, along with the respective contract values after value engineering and various adjustments:

- 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 at \$297,500
- Bid Package 8 Mechanical Artlip & Sons at \$876,300
- Bid Package 9 Electrical AWF, Inc. at \$1,022,000
- Bid Package 10 Landscaping ASE Illini-Scapes at \$56,692

Additionally, the overall project will include a general contingency managed by Cordogan Clark (CC) to address any unforeseen items that may arise. Staff recommends allocating a construction contingency of 5%, amounting to \$379,611. Furthermore, an allowance of \$140,000 has been incorporated into the project cost analysis for security systems, access controls, and panic devices for future procurement. Consequently, the total value of the Kendall County Phase Two Office Building, including contingency and miscellaneous soft costs, amounts to \$9,920,889.

Committee members reviewed the overall cost of the project in comparison to the initial cost figure that was presented to the committee last year. Offices are anticipated to move to the temporary office space during the first week of January, with construction scheduled to begin shortly thereafter.

Member DeBolt made a motion to forward to the next County Board, Seconded by Member Flowers. With nine (9) members present voting aye, the motion was carried by a vote of 9-0.

J. Motion to Forward to County Board: 2025 Kendall County Illinois Meeting Schedule

The committee received an updated copy of the 2025 Kendall County Illinois Meeting Schedule. The only change is that the Historic Preservation Commission will now convene at 5:30 PM.

Member Peterson made a motion to forward to the next County Board, Seconded by Member Flowers. With nine (9) members present voting aye, the motion was carried by a vote of 9-0.

#### **Old Committee Business**- None

**Department Head and Elected Officials Reports** –Undersheriff Bobby Richardson gave the committee an update on agenda item B. Highway Engineer plans to be at the County Board to answer any questions regarding the Ordinance for the establishment of Altered Speed Zones in Whitetail Ridge Subdivision.

**Public Comment** – None

Questions from the Media – None

#### Chairman's Report -

A. Kendall County Board Committee Assignments, Committee Chairman, and Liaisons

#### **APPOINTMENTS**

Megan Andrews – Board of Health – Remainder of term Expires September 2025

#### **Action Items for County Board**

#### **Consent Agenda**

- Approval of Claims
- Approval of A Resolution for Maintenance Under the Illinois Highway Code appropriating \$500,000 for the purchase of bulk rock salt and general maintenance of highways
- Approval of Agreement with Fox Fiber for reimbursement of eligible expenditures not to exceed \$500,000
- 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
- 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)
- 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)
- Approval of Phase 2 County Office Building Renovations and Bid Documents with a total project costs of \$9,905,208
- Approval of Kendall County Illinois Meeting Schedule

#### **Standing Committee Reports**

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

Executive Session- for the purpose of (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting

Member DeBolt made a motion to enter Executive Session, second by Member Peterson. <u>With</u> nine (9) members present voting, the motion was carried 8-1.

<b>Board Member</b>	Status
Zach Bachmann	Absent
Seth Wormley	Yes
Scott Gengler	Yes
Ruben Rodriguez	Yes
Matt Kellogg	Yes
Jason Peterson	Yes
Elizabeth Flowers	Yes
Dan Koukol	Abstained
Brooke Shanley	Yes
Brian DeBolt	Yes

Mr. Koukol left the meeting at 4:49pm

Open session reconvened at 5:12pm.

**Adjournment** – Member DeBolt made a motion to adjourn the meeting, second by Member Peterson. With nine (8) members present voting aye, the meeting adjourned at 5:12p.m.

Respectfully Submitted,

Nancy Villa Executive Administrative Assistant



#### Kendall County Agenda Briefing

Meeting Type: County Board Meeting

**Meeting Date:** 2/4/2025

Subject: Approval of Service agreement between Kendall County and the

Village of Plainfield 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 Village of Plainfield for the Provision of Demand Response Transportation

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

N/A

#### **Fiscal impact:**

\$7,220 to Kendall Area Transit

#### **Background and Discussion:**

This document constitutes an agreement between Kendall County and the Village of Plainfield for the provision of public transportation services by Kendall Area Transit within the boundaries of the Village of Plainfield . This contract is effective for a three-year period, commencing on January 1, 2025, and concluding on December 31, 2027. The Village of Plainfield agrees to remit an annual payment of \$7,220 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 Village of Plainfield for the Provision of Demand Response Transportation

#### **Attachments:**

Service agreement between Kendall County and the Village of Plainfield

### <u>Service Agreement between Kendall County and Village of Plainfield for the Provision of Demand-Response Transportation</u>

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 Plainfield hereinafter referred to as "Village of Plainfield"; 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 Plainfield agree as follows:

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

- 1. **Effective Date**. This Agreement shall be effective January 1<sup>st</sup>, 2025, upon execution by County and Village of Plainfield. The County hereby agrees to operate a demandresponse transit system commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
- 2. **Service Area**. Village of Plainfield authorizes the County to provide community and public transportation services within the limits of Village of Plainfield hereinafter referred to as "Service Area."

#### 3. Term; Termination.

- a. This Agreement shall remain in effect until December 31<sup>st</sup>, 2027. However, this Agreement may be terminated before December 31<sup>st</sup>, 2027, if Village of Plainfield 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 31<sup>st</sup>, 2027 upon giving sixty (60) days written notice to Village of Plainfield.
- 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 Plainfield 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 Plainfield 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 Plainfield 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 Plainfield 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 Plainfield 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 1<sup>st</sup>, 2025, Village of Plainfield will provide \$7,220 annually 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: \$7,220

• Due May 15th, 2025: \$3,610

• Due November 15th, 2025: \$3,610

b. Fiscal Year 2026: \$7,220

• Due May 15th, 2026: \$3,610

• Due November 15th, 2026: \$3,610

c. Fiscal Year 2027: \$7,220

• Due May 15th, 2027: \$3,610

• Due November 15th, 2027: \$3,610

- 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, Village of Plainfield 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.** Village of Plainfield 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. Village of Plainfield 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 Plainfield 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 Plainfield 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 Plainfield 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 Plainfield has approved the Agreement and authorized to be signed by the Village President and to be sealed and attested to by the Village Clerk on this 6<sup>th</sup> day of January, 2025.

KENDALL COUNTY	Village of Plainfield
BY:	BY:
WITNESS:	ATTEST: Mickelle Shas



#### Kendall County Agenda Briefing

**Meeting Type:** County Board

**Meeting Date:** Meeting 2/4/2025

Subject: Approval of Service agreement between Kendall County and

**Kendall Township for the Provision of Demand Response Transportation** 

Prepared by: Jennifer Breault, PCOM

**Department:** Administration

#### **Action Requested:**

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

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

N/A

#### **Fiscal impact:**

\$500 to Kendall Area Transit

#### **Background and Discussion:**

This document constitutes an agreement between Kendall County and Kendall Township for the provision of public transportation services by Kendall Area Transit within the boundaries of Kendall Township. This contract is effective for a three-year period, commencing on January 1, 2025, and concluding on December 31, 2027. The Village of Plainfield agrees to remit an annual payment of \$500 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 Kendall Township for the Provision of Demand Response Transportation

#### **Attachments:**

Service agreement between Kendall County and the Kendall Township

# KENDALL TOWNSHIP CONTRACT FOR SOCIAL SERVICES WITH THE COUNTY OF KENDALL, ILLINOIS

WHEREAS, the County, through its independent contractor, Voluntary Action Center of DeKalb County, currently operates a transit system commonly known as Kendall Area Transit ("KAT");

WHEREAS, it is the understanding of the parties that all transportation services to be provided by the County pursuant to this Contract will be through KAT, which is operated by Voluntary Action Center of DeKalb County;

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Township agrees to accept, and the County agrees to provide services pursuant to the following terms and conditions:

**1.** The County agrees to provide Township residents with the following described services ("Contract Services"):

To provide curb-to-curb and door-to-door services for Kendall Township residents.

- 2. <u>Term.</u> The term of this Contract ("Contract Term" or "Term") shall be for a period of one year, commencing February 1, 2025 and ending December 31, 2025. The Term shall not exceed a year, unless otherwise renewed, terminated, or revoked as provided in this Contract. Any funds not disbursed by such date shall lapse.
- 3. <u>Payment for Services</u>. The Township agrees to pay the County the aggregate sum of \$500 ("Contract Payment") in exchange for Contract Services provided under this Contract. The Township shall pay to the County this sum pursuant to the following payment schedule:
  - X One lump sum payment to be paid on or before March 1, 2025.

☐ Four	(4) equal quarterly payments for one fourth of the contract payment sum
to be paid in Apri	il, July, October, and January. Payment is contingent upon the satisfactory
performance of the	ne terms of this Contract. Whether or not services are "satisfactory" shall
be determined by	y the sole discretion of the Kendall Township Board.

- 4. <u>Services to Residents.</u> The County shall use the Contract Payment solely to provide Contract Services to residents of Kendall Township. The Township reserves the right to request documentation from the County that payment hereunder has been used to benefit Kendall Township residents.
- 5. Ordinary and Necessary Maintenance and Operating Expenses. The County shall use the Contract Payment for ordinary and necessary maintenance and operating expenses of the County. The Contract shall not be used for capital expenditures of the County.
- 6. Existence for One Year. The County represents to the Township that it will have been in existence for at least one (1) year as of the date this Agreement is executed. If not, the Township will not tender the County any portion of the Contract Payment until the County has been in existence for at least one (1) year.
- 7. Services for Developmental Disabilities. If the County is providing services for the benefit of Kendall Township residents who are persons with a developmental disability, the County hereby agrees that said services shall only be provided to such Kendall Township residents who are not eligible, to the County's knowledge, to participate in any program conducted under Article XIV of the School Code. "Developmental disability" shall include mental retardation.
- 8. <u>No Discrimination.</u> No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility, or activity, offered or provided by the County on the grounds of race, color, national origin, sex, age, religion, disability or any other protected classification under federal, state or local laws.
- 9. <u>No Political Expenditures.</u> The County shall not expend any of the funds provided, directly or indirectly, under this Contract for any partisan political activity, or to further the election or defeat of any candidate for any office, or for lobbying or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any government body.
- 10. Examination of Records. The County shall, at any reasonable time during normal business hours, and so often as may be deemed necessary by the Township, make available to the Township for examination all of its books, records, lists, statements and any other written data or documents relating to the provision of services under this Agreement, which are not otherwise protected by privilege or other protective doctrine, and shall permit the Township or its designated representatives to audit and inspect all such documents except that confidential client-related documents may only be examined by the Township as provided by federal and state law.

- 11. Reporting Requirements. The County agrees to provide the following to the Township:
  - A. An annual statement or report setting forth the services rendered, and programs provided for Kendall Township residents along with the associated costs to provide such services and programs.
  - B. At such times and in such forms as the Township may require, any other statements, records, reports, data, or information pertaining to matters covered by this agreement. Information relating to personal, medical, and financial data will be treated as confidential.
  - 12. Assignment. This Contract is not assignable.
- 13. <u>Indemnification.</u> To the extent permitted by law, County will indemnify and hold harmless, protect and defend, at its own cost and expense, Kendall Township, its property, officers, agents, employees, assigns, successors, transferees, licensees, invitees, or other persons or property standing in the interest of Kendall Township, from any and all risks, suits, actions, damages, expenses, including reasonable attorneys' fees, or claims due to any acts or omission of the County.
- 14. Termination. Kendall Township shall have the right to terminate this Agreement at any time after providing ten (10) days written notice of termination to County, if it determines that the County has not met any of its obligations under this Contract, or has made any false or misleading representations to Kendall Township, provided that prior to a termination based on the County's failure to meet its obligations, the Township shall give the County ten (10) days written notice describing the obligations that have not been met. County shall have ten (10) business days from its receipt of the notice to meet its obligations, and, if met within the prescribed time, this Contract shall remain in force, except that Kendall Township shall have the right to terminate this Contract immediately, without written notice or providing the County an opportunity to cure, in the event of fraud or misuse of contract funds.
- 15. Reimbursement of Funds. If the County has expended any funds received from Township in violation of this Contract, or in violation of any statute, Rule or Regulation, Code provision or case law decision, the County shall reimburse Township for such funds and, to the extent permitted by law, shall indemnify and hold Township harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Recipient.

16. Notification. All notices to Kendall Township shall be addressed as follows:

Kendall Township Attn: Township Supervisor 9925 B Route 47 Yorkville, IL 60560

with a copy to:

TOWNSHIP ATTORNEY ANCEL, GLINK, P.C. Attn: Keri-Lyn J. Krafthefer 140 South Dearborn Street, Suite 600 Chicago, Illinois 60603 Phone: (312) 782-7606 Fax: (312) 782-0943

All notices to County of Kendall, Illinois shall be addressed as follows:

Kendall County Administrator Attn: Christina Burns, County Administrator 111 W. Fox Street Yorkville, IL 60560

with a copy to:

Kendall County State's Attorney 807 W. John Street Yorkville, IL 60560

- 17. <u>Controlling Law and Venue</u>. This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Kendall County, Illinois.
- 18. <u>Construction</u>. No provision shall be construed against a party by virtue of the rule of construction pursuant to which an agreement is construed against the drafter of such agreement. It is hereby acknowledged that this Agreement is drafted for the mutual benefit of all parties.
- 19. <u>Counterpart Execution</u>. This Agreement may be executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties.
- 20. <u>Authority to Execute.</u> Both parties executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.

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

The above constitutes the complete agreement between the parties hereto.

KENDALL TOWNSHIP	COUNTY OF KENDALL, ILLINOIS
By: She Cy	By:
Its: Sup 0101501	Its:
ATTEST:	ATTEST:
Date: 1/2/2025	Date:



#### Kendall County Agenda Briefing

Meeting Type: County Board

**Meeting Date:** 2/4/2025

Subject: Approval of an Ordinance Abating the Taxes Levies for the Year 2024 Payable

2025 to Pay Debt Service on General Obligation Bonds (Alternate Revenue

Source)

Prepared by: Latreese Caldwell, Deputy County Administrator

**Department:** Kendall County Administration

\_\_\_\_\_

#### **Action Requested:**

Approve the abatement of taxes levied for 2024 to pay debt service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017 & 2019B for the County of Kendall, Illinois

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

Finance and Budget Committee 1/30/2025

#### **Fiscal impact:**

Abate \$3,366,860 property taxes levied for 2024 to pay debt service for Series 2016, 2017, & 2019B General Obligation Bonds (Alternate Revenue Source).

#### **Background and Discussion:**

**Series 2016** The County refunded 2008 prior bonds by the issuance of the Series 2016 General Obligation Refunding Bonds (Alternate Revenue Source) for the purpose of financing the expansion and renovation of the County Courthouse. The 2025 debt service on the Series 2016 Bonds in the amount of \$108,850 is payable from sales tax receipts, namely Public Safety Sales Tax receipts.

**Series 2017** The County refunded 2009 prior bonds together with 2007B prior bonds by the issuance of the Series 2017 General Obligation Refunding Bonds (Alternate Revenue Source) for the purpose of financing the expansion and renovation of the County Courthouse. The 2025 debt service on the Series 2017 Bonds in the amount of \$3,001,250 is payable from sales tax receipts, namely Public Safety Sales Tax receipts.

**Series 2019B** The County refunded 2011 prior bonds by the issuance of the Series 2019B General Obligation Refunding Bonds (Alternate Revenue Source) for the purpose of construction of a new County office building (811 W. John Street). The 2025 debt service on the Series 2019B Bonds in the amount of \$256,760 is payable from sales tax receipts from the General Fund, fees from services from the Health Department Fund, and office rents.

Subject: Abating Taxes Levied for 2024

Page: 2

#### **Staff Recommendation:**

Approve the abatement of taxes levied for 2024 to pay debt service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017 & 2019B for the County of Kendall, Illinois .

#### **Attachments:**

ORDINANCE ABATING THE TAXES LEVIED FOR THE YEAR 2024 PAYABLE 2025 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) SERIES 2016, 2017, AND 2019B OF THE COUNTY OF KENDALL, ILLINOIS.

#### County of Kendall, Illinois

ORDINANCE NO.	

ORDINANCE ABATING THE TAXES LEVIED FOR THE YEAR 2024 PAYABLE 2025 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) SERIES 2016, 2017, AND 2019B OF THE COUNTY OF KENDALL, ILLINOIS.

WHEREAS, the County Board (the "Board") of The County of Kendall, Illinois (the "County"), by ordinance adopted:

Ordinance 16-05 (the "Bond Ordinance") on the 5<sup>th</sup> day of April, 2016 which did provide for the issuance of not to exceed \$5,210,000 General Obligation Refunding Bonds (Alternate Revenue Source), **Series 2016** (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 17-12 (the "Bond Ordinance") on the 15<sup>th</sup> day of August, 2017 which did provide for the issuance of \$18,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017 (the "Bonds") along with Supplemental Ordinance 17-21 (the "Bond Ordinance") on the 3<sup>rd</sup> day of October, 2017 which did provide for the issuance of General Obligation Refunding Bonds (Alternate Revenue Source), **Series 2017** (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 19-20 (the "Bond Ordinance") on the 6<sup>th</sup> day of August, 2019 which did provide for the issuance of \$3,020,000 General Obligation Refunding Bonds (Alternate Revenue Source), **Series 2019B** (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; and

#### WHEREAS, on:

The 5th day of April, 2016, a duly certified copy of Bond Ordinance 16-05 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 3<sup>rd</sup> day of October, 2017, a duly certified copy of Bond Ordinance 17-21 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 6<sup>th</sup> day of August, 2019, a duly certified copy of Bond Ordinance 19-20 was filed in the office of the County Clerk of the County (the "County Clerk"); and

WHEREAS, the County has Pledged Revenues (as defined in the Bond Ordinances) available for the purpose of paying debt service on the Bonds heretofore imposed by the 2024 levy; and

WHEREAS, the Pledged Revenues are hereby directed to be deposited into the "Debt Service Fund" established pursuant to the Bond Ordinances for the purpose of paying the debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2024 payable 2025 to pay the debt service on the Bonds be abated:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Kendall, Illinois, as follows:

- Section 1. Abatement of Tax for the Bonds. The tax heretofore levied for the year 2024 payable 2025 in Bond Ordinances 16-05 \$108,850; 17-21 \$3,001,250 and 19-20 \$256,760 shall be abated in its entirety.
- Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2024 payable 2025 in accordance with the provisions hereof.
- Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

	Adopted this	day of February, 2025, by roll call vote as follows:	
Ayes:			
Nays:			
Absen	nt:		
		Chairman of the County Board of County of Kendall, Illinois	
ATTES	БТ:		
	y Clerk		
Count	v of Kendall. Illinoi	(SEAL)	



#### Kendall County Agenda Briefing

**Meeting Type:** County Board Meeting

**Meeting Date:** 2/4/2025

**Subject:** Sheriff's Command Salaries

**Prepared by:** Christina Burns, County Administrator

**Department:** Administration

#### **Action Requested:**

Budget Amendment for Sheriff's and Correction Command Salaries not to exceed \$109,970

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

Finance Committee, Jan. 30, 2025

#### **Fiscal impact:**

\$109,970

#### **Background and Discussion:**

The Sheriff's Office has recently settled most of its Collective Bargaining Agreements. The impact of those agreements brings patrol sergeant total expected pay close, and in some cases, above command staff pay. The Sheriff's Office is recommending implementation of a revised compensation structure to maintain competitiveness of these command positions, ensuring that the best available candidates are incentivized to apply to move to a higher leadership rank when such openings exist. The plan include the addition of Executive Pay for command staff, which would not compound in future years. If approved, the pay increases would be included in an upcoming budget amendment.

#### **Staff Recommendation:**

Approval of a Budget Amendment for Sheriff's and Correction's Command pay not to exceed \$109,970.

#### **Attachments:**

NA



#### Kendall County Agenda Briefing

**Meeting Type:** County Board Meeting

**Meeting Date:** 2/4/2025

**Subject:** Letter of Understanding Between County of Kendall, Illinois and Kendall County Sheriff

and Illinois Fraternal Order of Police Labor Council (Patrol Sergeants)

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

#### **Action Requested:**

To approve the Letter of Understanding Between County of Kendall, Illinois, Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Patrol Sergeants).

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

N/A

#### **Fiscal impact:**

There is no estimated financial impact.

#### **Background and Discussion:**

The attached Letter of Understanding revises Article XXI, Section 1, Paragraph D of the current union contract so that members with the duty assignment of Detective Sergeant will be paid detective sergeant pay up to \$3.00 per hour for each hour worked in that capacity instead of \$25.00 per shift as originally written in the contract. This amendment is intended to simplify payroll coding and payroll processing. Also, per the Kendall County Sheriff's Office, the proposed "up to \$3 dollar per hour" amount is essentially equal to the \$25 per shift that was previously approved by the County Board.

#### **Staff Recommendation:**

To approve the Letter of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Patrol Sergeants).

#### **Attachments:**

1. Letter of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Patrol Sergeants)

## Letter of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Patrol Sergeants)

This Letter of Understanding (LOU), entered into by and between the County of Kendall, Illinois and Kendall County Sheriff (hereinafter collectively "Employer") and the Illinois Fraternal Order of Police Labor Council for Kendall County Sheriff's Office, Patrol Sergeants Bargaining Unit (hereinafter "Union"), hereby memorializes the Employer's and the Union's mutual understanding and agreement that Article XXI, Section 1, Paragraph D of the current union contract is hereby modified as follows: "Members with the duty assignment of Detective Sergeant shall be paid up to an additional \$3.00 per hour for each hour worked in that capacity, and this pay shall be considered part of the base pay for overtime and holiday purposes." This amendment shall be retroactive to December 1, 2024.

Dated: January, 2025	
FOR THE EMPLOYER:	FOR THE UNION:
County Board Chairman	Negotiator
County Clerk	Negotiator
Sheriff	Negotiator