



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Historic Courthouse,
110 W. Madison Street, Yorkville, IL 60560
Tuesday March 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. Public Hearing - Hearing to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311) [\(p.2\)](#)
10. Consent Agenda
 - a. Approval of County Board Minutes from February 4, 2025 [\(p.3\)](#)
 - b. Approval of Standing Committee Minutes [\(p.5\)](#)
 - c. Approval of Claims in an amount not to exceed \$1,171,448.51
 - d. Approval of Service agreement between Kendall County and the Village of Newark for the Provision of Demand Response Transportation [\(p.8\)](#)
 - e. Approval of Service agreement between Kendall County and the Village of Minooka for the Provision of Demand Response Transportation [\(p.13\)](#)
 - f. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement [\(p.20\)](#)
 - g. Approval of an Ordinance to Provide Public Transportation in Kendall County, Illinois [\(p.22\)](#)
 - h. Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence [\(p.24\)](#)
11. Old Business
12. New Business
13. Standing Committee Reports
14. Special Committee Reports
15. Liaison Reports
16. Other Business
17. Chairman's Report
18. Public Comment
19. Questions from the press
20. Executive Session
21. Adjournment

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



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: Meeting 3/4/2025

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

Prepared by: Jennifer Breault, PCOM

Department: Administration

Action Requested:

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

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

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

Staff Recommendation:

N/A

Attachments:

N/A

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
February 4, 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, February 4, 2025, at 6:07 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Jason Peterson.

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 Bachmann 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 Shanley 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 January 7, 2025
- B. Approval of Standing Committee Minutes
- 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
- F. Approval of the Service Agreement between Kendall County and Kendall Township for the Provision of Demand Response Transportation
- 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
- H. Approval of Budget Amendment for the Sheriff's Office and Corrections Command Staffs' Salary Adjustment in an amount not to exceed \$109,970

C) COMBINED CLAIMS: ADMIN \$89.64; AC \$84.64; ASSMT \$321.80; CIR CLK \$7,305.57; CIR CRT JDG \$7,683.35; CRNER \$1,845.63; CRRCTNS \$1,198.67; CNTY BRD \$615,473.66; CNTY CLK \$36,300.18; HIGHWY \$202,525.11; ELCTNS \$9,065.21; EMA DIR \$4,562.50; FCLT MGMT \$37,253.88; GIS COORD \$28,685.79; HLTH & HMN SRV \$8,078.44; HR \$524.22; MERIT \$2,993.00; PBZ SP \$6,284.38; PBZ \$2,711.49; PRSDNG JDG \$849.28; PROB SPVSR \$5,799.14; PUB DEF \$1,171.00; ROE \$495.27; SHRF \$15,489.87; ST ATTN \$4,145.14; TECH \$49,877.68; TRSR \$20.97; UTIL \$68,633.99; VET \$2,823.00; FORST \$5,685.44; SHRF \$46,477.37; SHRF \$323,837.16; CIVIL \$340,347.61

E) A complete copy of IGAM 25-04 is available in the Office of the County Clerk.

F) A complete copy of IGAM 25-05 is available in the Office of the County Clerk.

G) A complete copy of Ordinance 25-05 is available in the Office of the County Clerk.

NEW BUSINESS

Letter of Understanding

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

SPECIAL COMMITTEE REPORTS

Member Bachmann updated the board on the Pivottech agreement.

Member Flowers stated that the winter Historic Preservation meeting is on February 19th and awards applications are available.

Member Gengler said that he attended the Regional Planning meeting.

ADJOURNMENT

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

Approved and submitted this 5th day of February 2025.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Thursday, December 18, 2024 at 5:30 p.m.

Call to Order: The meeting was called to order by Committee Chair Dan Koukol at 5:30 p.m.

Roll Call

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

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

Staff Present: Christina Burns, Jennifer Breault, Matt Asselmeier, Roger Bonuchi, Taylor Cosgrove, Brianna Falk, Todd Volker

Approval of Agenda – Member Flowers made a motion to approve the agenda, second by Member Wormley. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

Approval of Minutes – Member Gengler made a motion to approve the September 18, 2024 Committee Meeting minutes, second by Member Flowers. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

Committee Reports and Updates

- A. Animal Control Department Update** – Director of Animal Control, Taylor Cosgrove, presented the monthly reports to the committee, beginning on page 5 of the provided packet. She noted a decrease in the population at their facility, which now houses 20 cats and 19 dogs, indicating a positive development. She noted that a volunteer created a “little library style” pet food pantry, the goal will be to get it installed in front of the Animal Control building in the spring. The pantry could be used by the community to drop off donations and also take food/supplies if they are in need. Animal Control is in the interview process for a new part-time kennel technician, she feels like they have some good candidates. The installation of fire alarms installed, and the carbon monoxide detectors had been installed in early December. A question was asked if they track how many people visit the facility, Ms. Cosgrove said they do require the public to sign a waiver when they come into the facility and GIS also has created a dashboard that they can use to track visitors.
- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi presented an update on Emergency Management Agency (EMA) activities to the committee, as detailed on page 17 of the packet. He highlighted that the State is proposing amendments to the EMA Administrative Rule (Part 301). A significant and positive change is the proposal to extend the re-accreditation cycle from the current two years to three years. However, there may be adjustments to the formula for distributing grant funds to the counties, raising concerns that Kendall County may not receive the same allocation as in previous cycles. Mr. Bonuchi will engage in further discussions with other county EMA directors and will keep the committee updated.
- C. Kendall Area Transit Update** – PCOM/Finance & Budget Analyst Jennifer Breault guided the committee to page 19 of the packet for her written report. She highlighted the continued efforts to engage municipalities and encourage them to enhance their contributions to the Kendall Area Transit (KAT) program. Additionally, all buses are set to be rebranded with the new logo in the upcoming year. KAT is also awaiting the arrival of two buses from the Illinois Department of Transportation (IDOT).

- D. Revolving Loan Status Update** – Finance and Budget Analyst Jennifer Breault provided the committee with an update on the status of the Revolving Loans. Ms. Breault reported that two of the loans are currently in arrears. The first, Lucky's Beef n Dog has not had any payments since July. In October, staff attempted to contact the owners via certified mail, which was refused and subsequently returned. Ms. Breault seeks guidance from the committee regarding the next steps staff should take concerning the revolving loan. The second loan currently in arrears pertains to Camp Muddy Paws. The owner has contacted County Administrator Christina Burns and requested a deferral of the overdue amount until the end of the loan term, while continuing to make regular payments. It is important to note that this request would not modify the loan in any way. Ms. Breault is seeking the committee's consensus on whether this is a feasible course of action for staff to undertake. The committee has reached a consensus to approve the accommodation for Camp Muddy Paw's. Both Grace Holistic and The Law Office loans are currently up to date. Grace had been permitted to make interest-only payments for a limited period; however, full payments will recommence in January. The committee continued its discussions regarding potential options for the revolving loan for Lucky's Beef n Dog.
- E. Economic Development Update** – Todd Volker, the Economic Development Coordinator, guided the committee's attention to page 21 of the meeting packet, which outlines his monthly activities. He highlighted three primary projects currently underway: the update of the 2025 calendar of events, the continued progress of the *Made in Kendall* program, and the KEDA summer internship outreach initiative. Mr. Volker has secured six internship positions thus far and aims to achieve a total of 10 to 15 positions.

New Committee Business

A. Allocation of Estate Donations to Animal Control

Director of Animal Control, Taylor Cosgrove, briefed the committee that Animal Control received a \$10,000 donation recently. She has proposed to divide the money into three funds; \$5000 for medical fund, \$3500 for the spay-neuter fund, and \$1500 into the microchip program fund. The committee is in consensus with this distribution of the gift.

B. Discussion of adopting a County wide Trap-Neuter-Release program for cats

Director of Animal Control, Taylor Cosgrove, briefed the committee that Animal Control (AC) that this program has been in the works for many years. Animal Control is trying to create a solution to the feral cat population in Kendall County. Feral cats create many issues including complaints from the community, nuisance animal behavior, property damage, and litters of kittens that get brought to Animal Control. In the Trap-Neuter-Release (TNR) program any community member, volunteer or landowners can live-trap the feral cat and bring them to AC to be spay/neutered, rabies vaccinated, ear-tipped and microchipped before being released. The current voucher program would pay for the sterilization of feral cats, no new fund would need to be set-up. According to Ms. Cosgrove, per state statutes the policy needs to be formally adopted by Kendall County. Consensus is to bring the formal policy to the next Committee of the Whole for full board approval.

C. Discussion and Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2024

Jennifer Breault reported that Mack & Associates completed the audit for Kendall Area Transit grants for the period July 1, 2023- June 30, 2024 and directed the committee to page 22 of the packet provided. All Kendall Area Transit grants received a clean audit, this means that in the opinion of the auditor, the financial reports present fairly, in all material respects, the revenues and expensed in accordance with the financial reporting provisions of the IL Department of Transportation (IDOT) division of Public and Intermodal Transportation.

Member Wormley made a motion for the Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2024 and to forward to County Board meeting, second by Member Flowers.
With four (4) members voting aye, the motion was carried by a vote of 4- 0.

D. Discussion and Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2024

Member Flowers made a motion for the Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2024 and to forward to County Board meeting, second by Member Gengler. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

E. Discussion and Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2024

Member Wormley made a motion for the Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2024 and to forward to County Board meeting, second by Member Flowers. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

F. Discussion of Made in Kendall

Todd Volker, the Economic Development Coordinator provided an update on the Kendall County *Made in Kendall* program. He currently has received nine nominations for products made in the County. The current procedures do not delineate who scores and determines what products are eligible for awards. Staff is recommending representatives from EDA, other County Board members, staff, manufacturing experts and/or economic development professionals fill this role. A discussion was held regarding potential candidates to serve on the selection committee and a timeline for selection.

Old Committee Business - None

Chairman's Report – Chair Koukol reported that he attended the ribbon-cutting ceremony for the opening of Johnson and Ridge Road. The Chairman has also been working with Todd Volker and collaborating on economic development possibilities in the county.

Public Comment - Miranda Marshall-Faulkner addressed the County regarding her family's concerns and inquired whether they would be willing to collaborate with her family on the repayment of the lien placed on the property owned by her parents.

Items for the Committee of the Whole Meeting

- County-wide Trap-Neuter-Release program for cats

Action Items for County Board

- Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2024
- Kendall Area Transit Section 5311 Grant Financial Report June 30, 2024
- Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2024

Executive Session - Committee went into Executive Session for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

All members returned to regular session at 6:27 p.m.

Adjournment – Member Flowers made a motion to adjourn, second by Member Gengler. **With four (4) members present voting aye; the meeting was adjourned at 6:30 p.m.**

Respectfully submitted,
Sally A. Seeger/Recorder-Administrative Assistant



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: Meeting 3/4/2025

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

Board/Committee Review:

N/A

Fiscal impact:

\$2,122 to Kendall Area Transit

Background and Discussion:

This document constitutes an agreement between Kendall County and the Village of Newark for the provision of public transportation services by Kendall Area Transit within the boundaries of the Village of Newark . This contract is effective for a three-year period, commencing on January 1, 2025, and concluding on December 31, 2027. The Village of Newark agrees to remit an annual payment of \$2,122 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 Newark for the Provision of Demand Response Transportation

Attachments:

Service agreement between Kendall County and the Village of Newark

**Service Agreement between Kendall County and Village of Newark 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 Newark hereinafter referred to as “Village of Newark”; 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 Newark 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 Newark. 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 Newark authorizes the County to provide community and public transportation services within the limits of Village of Newark 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 Newark 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 Newark.
 - 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 Newark 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 Newark 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 Newark 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 Newark 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 Newark 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 Newark will provide \$2,122 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: \$2,122

- Due May 15th, 2025: \$1,061
 - Due November 15th, 2025: \$1,061
- b. Fiscal Year 2026: \$2,122
- Due May 15th, 2026: \$1,061
 - Due November 15th, 2026: \$1,061
- c. Fiscal Year 2027: \$2,122
- Due May 15th, 2027: \$1,061
 - Due November 15th, 2027: \$1,061
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 Newark 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
504 S Main Street
Yorkville, IL 60560
(630) 553-4171

c.c. Kendall County State's Attorney
807 John Street
Yorkville, IL 60560
(630) 553-4157

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 Newark 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 Newark 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 Newark 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 Newark 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 Newark 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 Newark 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

BY: _____

WITNESS: _____

Village of Newark

BY: Jan Davis

ATTEST: CAZ

(ADMINISTRATOR)



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: Meeting 3/4/2025

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

Board/Committee Review:

N/A

Fiscal impact:

\$2,270 to Kendall Area Transit

Background and Discussion:

This document constitutes an agreement between Kendall County and the Village of Minooka for the provision of public transportation services by Kendall Area Transit within the boundaries of the Village of Minooka. This contract is effective for a three-year period, commencing on January 1, 2025, and concluding on December 31, 2027. The Village of Minooka agrees to remit an annual payment of \$2,270 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 Minooka for the Provision of Demand Response Transportation

Attachments:

Service agreement between Kendall County and the Village of Minooka

**Service Agreement between Kendall County and Village of Minooka 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 Minooka hereinafter referred to as "Village of Minooka"; 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 Minooka 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 Minooka. 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 Minooka authorizes the County to provide community and public transportation services within the limits of Village of Minooka 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 Minooka 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 Minooka.
 - 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 Minooka 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 Minooka 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 Minooka 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 Minooka 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 Minooka 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 Minooka will provide \$2,270 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: \$2,270

- Due May 15th, 2025: \$1,135
 - Due November 15th, 2025: \$1,135
- b. Fiscal Year 2026: \$2,270
- Due May 15th, 2026: \$1,135
 - Due November 15th, 2026: \$1,135
- c. Fiscal Year 2027: \$2,270
- Due May 15th, 2027: \$1,135
 - Due November 15th, 2027: \$1,135
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 Minooka 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
504 S Main Street
Yorkville, IL 60560
(630) 553-4171

c.c. Kendall County State's Attorney
807 John Street
Yorkville, IL 60560
(630) 553-4157

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 Minooka its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree

- Due May 15th, 2025: \$1,135
 - Due November 15th, 2025: \$1,135
- b. Fiscal Year 2026: \$2,270
- Due May 15th, 2026: \$1,135
 - Due November 15th, 2026: \$1,135
- c. Fiscal Year 2027: \$2,270
- Due May 15th, 2027: \$1,135
 - Due November 15th, 2027: \$1,135
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 Minooka 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 Minooka 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 Minooka 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 Minooka 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 Minooka 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 Minooka 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 Minooka 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 Minooka

BY: _____

BY: Frederic Offner

WITNESS: _____

ATTEST: Doreen Felix



Kendall County Agenda Briefing

Meeting Type: County Board
Meeting Date: 3/4/25
Subject: Section 5311 and DOAP Grants
Prepared by: Jennifer Breault, Budget and Finance Analyst
Department: Administration

Action Requested:

Approval of Grant Resolutions & signature authority

Board/Committee Review:

Economic Development and Administration

- Approval of a Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement
- Approval of Resolution Authorizing the Execution and Amendment of Downstate Operating Assistance Grant Agreement
- Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence

Fiscal impact:

FY25-26 Grant receipts: Section 5311 \$64,193 DOAP \$3,060,100

Background and Discussion:

Kendall County's Kendall Area Transit (KAT) Program is partially funded with federal and state grants.

The Federal Transit Authority (FTA) passes Section 5311 grant dollars to the Illinois Department of Transportation (IDOT). The Illinois General Assembly allocates funds for the Downstate Operating Assistance Program (DOAP) for administration by IDOT.

Kendall County receives Section 5311 and DOAP grant funds from IDOT and passes them to the Kendall Area Transit service provider, the Voluntary Action Center of Northern Illinois (VAC) to operate the KAT Program.

Staff Recommendation:

Approval of Section 5311 and DOAP Resolutions

Approval of County Administrator Signature Authority.

Attachments:

**Section 5311& DOAP Resolution and Ordinance
Signature Authority Resolution**

COUNTY OF KENDALL, ILLINOIS
Resolution: 25-_____

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311; and

WHEREAS, the Kendall County Board has the authority to delegate certain powers and duties to county officers, and, pursuant to 55 ILCS 5/5-1087, the Kendall County Board may impose additional duties, powers and functions upon county officers; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF
KENDALL COUNTY:**

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2026 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Kendall County.

Section 2. That while participating in said operating assistance program, Kendall County will provide all required local matching funds.

Section 3. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County such application.

Section 4. That the Kendall County Administrator of the Kendall County Kendall County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Kendall County Administrator of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2026.

Section 6. That the Kendall County Administrator of the Kendall County Kendall County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2026.

PRESENTED and ADOPTED this ____ day of _____, 2025.

Approved:

Attest:

Matt Kellogg
County Board Chairman

Debbie Gillette
County Clerk and Recorder



COUNTY OF KENDALL, ILLINOIS
Public Transportation Applicant Ordinance

ORDINANCE NUMBER: 25-_____

**AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN KENDALL COUNTY, ILLINOIS**

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Kendall County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits; and

WHEREAS, the Kendall County Board has the authority to delegate certain powers and duties to county officers, and, pursuant to 55 ILCS 5/5-1087, the Kendall County Board may impose additional duties, powers and functions upon county officers; and

**NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY
BOARD CHAIRMAN AND KENDALL COUNTY THAT:**

Section 1. Kendall County shall hereby provide public transportation within the county or counties limits.

Section 2. The Clerk/Secretary to the governing board of Kendall County shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Kendall County Board Chairman and the Kendall County Board on this ____ day of _____, 2025 and deposited and filed in the Office of the County Clerk on that date.

Elected Board Members: _____

Members Present at Vote: _____

Members Voting "Aye": _____

Members Voting "Nay": _____

Members Abstaining: _____

Signature of:

Date

Matt Kellogg, County Board Chairman

Attest:

Debbie Gillette, County Clerk and Recorder



County Of Kendall, Illinois Resolution 25-

Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence.

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that "units of local government and school districts may contract or otherwise associate among themselves . . . [and] with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Kendall County has entered into grant agreements to fund Kendall Area Transit ("KAT") since March 22, 2010 and wishes to continue doing so; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves agreements with the Illinois Department of Transportation ("IDOT") for 5311, 5310, and Downstate Operating Assistance Program ("DOAP") funding; and

WHEREAS, the Illinois Department of Transportation ("IDOT") has updated their grant and expenditure approvals to a time sensitive digital process; and

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

WHEREAS, the Kendall County Board recognizes that the nature of the Kendall Area Transit Program and all of the associated grants is such that the agreements need to be executed promptly and digitally to ensure the program continues to operate; and

WHEREAS, the Kendall County Board recognizes the Kendall County Administrator, or the Deputy County Administrator in the Administrator's absence, as an appointed official by the County Board, is the county officer best situated to determine if and when it is appropriate for Kendall County to seek reimbursement for eligible expenses.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Administrator, or the Deputy County Administrator in the Administrator's absence, the authority to seek reimbursement and sign documents under the Kendall Area Transit Program without further action by the Kendall County Board, and the authority to bind the County, provided the agreements executed by the Kendall County Administrator, or the Deputy County Administrator in the Administrator's absence, substantially complies with IDOT's 5311, 5310, and the Downstate Operating Assistance Program,

The authority herein granted to the Kendall County Administrator, or the Deputy County Administrator in the Administrator's absence, will continue for one year after the date of adoption ("Termination Date").

Approved and adopted by the County Board of Kendall County, Illinois, this _____day of _____2025.

Board Chairman Signature:

Attest:

Matt Kellogg, Chairman
County Board

Debbie Gillette
County Clerk