

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Tuesday, November 1, 2022 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Approval of a Proclamation Declaring November 2022 as National Adoption Month in Kendall County
 - B. Special Recognition of Heroic Teens in a Life Saving Incident
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from October 4, 2022
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$ 2,219,777.18
8. Old Business
9. New Business
10. Elected Official & Other Department Reports
11. Standing Committee Reports
 - A. Admin HR
 1. Approval of Renewal with Blue Cross Blue Shield of Illinois for Employee Health Insurance
 2. Approval of Renewal with Blue Cross Blue Shield of Illinois for Employee Life and Voluntary Life Insurance
 3. Approval of Renewal with EyeMed for Employee Vision Insurance
 4. Approval of Blue Cross Blue Shield of Illinois for Employee Dental Insurance
 - B. Finance
 1. Approval of the Addendum to the Intergovernmental Agreement with Kane County for Juvenile Detention
 - C. Law Justice and Legislation
 1. Approve the Intergovernmental Housing Agreement between Kane County and Kendall County for the Housing of Prisoners effective December 1, 2022
 - D. Economic Development
 1. Approval of Release of Mortgage Document Number 201500011873 in the sum of \$80,000
12. Special Committee Reports
13. Other Business
14. Chairman's Report
15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

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



COUNTY OF KENDALL, ILLINOIS

PROCLAMATION 22 - _____

Adoption Month

WHEREAS, we have a responsibility as individuals, neighbors, community members and citizens of Kendall County to recognize that all children need love, support, security, and a place to call home; and

WHEREAS, for children who are born into families unable to meet their ongoing needs, adoption offers healthy and safe family environments, which help produce confident and successful adults; and

WHEREAS, families who choose the life-changing path of adoption make a meaningful and lasting difference in the lives of some of the most vulnerable young people in our society; and

WHEREAS, adoptive parents and families require and deserve community and public agency respect and support; and

WHEREAS, during National Adoption Month, we celebrate all those who have invited a child in need into their hearts and into their homes, and express our profound appreciation for all who help make adoptions possible; and

WHEREAS, volunteers in Kendall County help to ensure that children in foster care or other out-of-home placements are adopted into safe, loving homes when their own families can't meet their needs.

NOW, THEREFORE, I, Scott Gryder, do hereby proclaim November 2022 as National Adoption Month in Kendall County and I urge all citizens to support adoption organizations and engage in activities that strengthen families and communities to provide the optimal environment for children to learn, grow and thrive so that all children have the benefit of happy, healthy, and safe homes.

Adopted on this 1st day of November 2022.

Attest:

Scott R. Gryder
County Board Chair

Debbie Gillette
County Clerk & Recorder

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
October 4, 2022**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday October 4, 2022 at 6:00 p.m. The Clerk called the roll. Members present: Scott Gryder, Amy Cesich, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, Ruben Rodriguez (7:31 p.m.) and Robyn Vickers. Member(s) absent: None

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

THE AGENDA

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

SPECIAL RECOGNITION

Noah Schultz

OEHS Graduate Noah Schultz was recognized for being drafted by the Chicago White Sox.

Ashton “AJ” Izzi

OEHS Graduate Ashton “AJ” Izzi was recognized for being drafted by the Seattle Mariners.

Kendall County Community Food Pantry

Suzanne Stegeman, Executive Director provided the board information on what is happening at the Food Pantry.

Tony Holloman

Tony Holloman was recognized for his success with the Workforce Innovation and Opportunity Act.

PUBLIC COMMENT

James Pugsley stated that with the approval of a temporary County Board Chairman he would like to be considered for the expired Oswego Fire Trustee appointment.

Margaret Sheehan spoke about Election Judge badges, computer access at the Oswego Library, directing voters to the correct polling place, and wheelchair voting booths.

CONSENT AGENDA

Member DeBolt moved to approve the consent agenda of **A) County Board minutes from September 6, 2022; B) Standing committee minutes; C) claims in an amount not to exceed \$ 2,060,188.53; D) Revised agreement with McCann Window and Door.** Member Cesich seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C. COMBINED CLAIMS: ADMIN \$143.85; ANML CNTRL WRDN \$497.86; CIR CT CLK \$2,737.63; CIR CRT JDG \$4,584.01; COMB CRT SVS \$11,745.00; CONTRT SVRS \$5,000.00; CORONR \$820.50; CORR \$33,202.33; CNTY BRD \$701,472.04; CNTY CLK \$7,948.68; HIGHWY \$599,095.21; TREASR \$5,065.77; ELECTION \$28,622.04; EMA DIR \$294.01; EMA \$470.50; FCLT MGMT \$22,223.13; GIS \$42.28; HLTH & HMN SRV \$330,526.80; JURY \$4,924.07; MERIT \$753.00; PBZ SNR \$1,588.25; PBZ \$372.97; PRSD JDGE \$407.42; PROB SPVSR \$967.52; PUB DEF \$286.62; SHRF \$27,593.59; ST ATTY \$1,596.72; TECH \$18,153.89; UTIL \$33,905.41; VET \$2,051.11; FP \$11,454.13; SHF \$11,983.78; SHF \$53,479.43; CIVIL \$136,178.98

D. A complete copy of IGAM 22-43 is available in the Office of the County Clerk.

STANDING COMMITTEE REPORTS

Finance

Members Gryder and Kellogg are recused from the vote and they will be handled as if they are not present.

Temporary County Board Chairman

Member DeBolt moved to approve Member Gengler to be the temporary County Board Chairman for the next vote. Member Gilmour seconded the motion. The Clerk did a roll call vote on the motion. All members present voting aye. **Motion carried.**

Kendall County 211 Inc.

Member Cesich moved to approve an Agreement for Disbursement and Use of Kendall County's American Rescue Plan Act Funds with Kendall County 211 Inc. in an amount of \$136,000 for a term ending November 1, 2025. Member DeBolt seconded the motion. Temporary Chairman Gengler asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman's Report

Member Flowers moved to the appointment(s). Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Appointment(s)

Kristine Heiman – Historic Preservation Commission - 5-year term – Expires October 2027
Eric Bernacki – Regional Plan Commission (Na-Au-Say Township) – 3-year term – Expires October 2025

PUBLIC COMMENT

James Pugsley stated that he was inaccurate that the temporary Chairman could appoint to the Oswego Fire Trustee position but would still like to be considered.

EXECUTIVE SESSION

Member Cesich made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity and (5) the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 7th day of October, 2022.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
Meeting Minutes for Monday, October 3, 2022**

Call to Order – Committee Chair Brian DeBolt called the Facilities Management Committee to order at 4:00p.m

Roll Call

Attendee	Status	Arrived	Left Meeting
DeBolt, Brian	Here		
Gilmour, Judy	Here		
Rodriguez, Ruben	Here		
Kellogg, Matt	Present		
Koukol, Dan		4:04 pm	

Others Present – Dan Polvere, Tina Dado

Approval of Agenda - Member Rodriguez made a motion to approve the agenda, second by Member Kellogg. **With five members present voting aye, the motion carried by a vote of 5-0.**

Approval of August 1, 2022 Meeting Minutes – Member Kellogg made a motion to approve the August 1, 2022 meeting minutes, second by Member Gilmour. **With five members present voting aye, the motion carried by a vote of 5-0.**

Public Comment - None

Old Business/Project Updates

- A. Update regarding hiring process for new Assistant Director of Facilities Management/Project Manager** – Director Polvere updated the committee on the number of applicants received. Polvere believes the Bachelor’s degree and 5 years of experience has hindered the process. Polvere and Ms. Dado believes if they can repost the position with 8 years of experience in the field in lieu of a Bachelor’s degree would increase the amount applicants received. Member Kellogg requested the benefits be added to the listing description. Chair DeBolt requested the ad also be placed in the local newspaper, along with the county website and electronic hiring platforms.
- B. Update regarding Cordogan Clark Master Agreement/Next Steps:** Director Polvere stated the master agreement with Cordogan Clark is currently in legal review. Once complete the contract will be brought before the next county board meeting for approval. In the meantime, survey and boring companies are being contacted to start once the contract is approved.
- C. 2022 Remaining Capital Projects Update:**
- Boardroom dais microphone replacement - complete
 - Courthouse partial roof replacement – scheduled to begin October 17, 2022
 - Pavement repairs/sealcoating/stripping – completed the repairs and sealcoating. Striping coordination needs to be completed.
 - Approval of revised agreement with McCann Window and Door – Motion to approve the revised lower price by \$3,700.00 for the replacement of three lower level windows and installation with McCann Window and Door and forward to the county board for approval by Member Kellogg. Second by Member Koukol. **All members present voting aye, Motion Approved.**
 - Jail door locks and chuck holes – Director Polvere explained the jail needs to upgrade to an automatic motorized lock system. This process will need two companies involved, once to install and the other to program the locks. This year eleven will be completed and next year it is budgeted to have ninety completed. At this time no start date is available. The chuck hole installation began during COVID and is set to be completed next year.

- D. Update regarding Constellation Natural Gas Agreements* – Director Polvere informed the committee the State’s Attorney Office finished the review of the contracts and have been forwarded back to Constellation as of September 13th.

Chair Report – Chair DeBolt stated everything is running smooth and Director Polvere is doing a good job and keeping up with everything that is being asked of him.

New Business/Projects

- A. Operation Green Light* – At the September 6th county board meeting the resolution “Operation Green Light” approved. The week of November 7 – 11, 2022 county buildings exterior lights will be green in support.
- B. Mutual Ground One Year Lease Extension* – Motion to approve the 2nd one-year lease extension with Mutual Ground by Member Kellogg. Second by Member Koukol. **All members present voting aye, Motion Approved.**
- C. Public Safety Center Security Bollards* – Director Polvere met with the sheriff’s department to go through all the capital repair projects left for this year. This is in the discussion stages.

Staffing/Training/Safety Updates – Director Polvere informed the committee he has begun the review process as stated in the employee handbook. Director Polvere also stated he will be attending the active shooter training at the Health and Human Service building on October 20th.

Items for the October 4, 2022 County Board Meeting - Approval of revised agreement with McCann Window and Door

Items for the October 13, 2022 Committee of the Whole Meeting - None

Public Comment – None

Executive Session – None

Other Business – None

Adjournment – Member Rodriguez made a motion to adjourn the Facilities Committee meeting, Member Gilmour seconded the motion. **With five members present voting aye, the meeting was adjourned at 4:42 p.m. by a vote of 5-0.**

Respectfully submitted,

Christina Wald
Administrative Assistant and Recording Clerk



MEETING MINUTES FOR WEDNESDAY, August 24, 2022

Call to Order – The meeting was called to order by Committee Chair Amy Cesich at 8:30 a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Here		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Ruben Rodriguez	Here		

With five members present, a quorum was established to conduct committee business.

Others present: Kelly Prestegaard, Animal Control Director, Scott Koeppel, County Administrator

Motion made to amend the agenda to correct the dates of the minutes to be approved by the committee. Motion made by Member Gengler, to change the date of the minutes to be approved from June 22, 2022 to July 13, 2022, second by Member Flowers. **With five members in agreement, the minutes were approved by a 5-0 vote.**

Approval of Minutes – Motion made by Member Flowers, to approve the minutes from July 13, 2022, second by Member DeBolt. **With five members in agreement, the minutes were approved by a 5-0 vote.**

Monthly Reports

- Census Log** – Director Prestegaard reviewed the census log with the committee, and noted that intakes have slowed down, but still higher than last year. Current 13 animals are available for adoption. Large number of pit bulls are available on the adoption side. Working on getting adoptable pets up on Petfinder and Facebook, difficult with their lower staff levels. **Written report provided.**
 Dogs in the shelter: 26
 Cats in the shelter: 8
- Bite Report** – Director Prestegaard reviewed the Bite Report, noted 24 total, 2 cat bites, 22 dog bites. None of the animals were euthanized from this group. All unvaccinated animals will be vaccinated, if they were not vaccinated previously. **Written report provided.**

- **Operations Report** – Director Prestegaard reported on the staffing shortages, said it’s been going slow, she is working with HR on some potential candidates. Mr. Koepfel stated that he had asked the HR Representative to be at this meeting, but she could not attend, but she did supply a memo. HR and Director Prestegaard working together to increase hiring and working to help improve the process. Inmate program has not been working currently, Mr. Koepfel said Sheriff’s office does not have the staff to help with this program at this time. Community workers have not been coming in either. **Written memo provided.**

Director Prestegaard reported that the microchip program is going phenomenally well. They are currently able to microchip four days a week and typically microchipping 10-15 animals a week.

Accounting Report – Mr. Koepfel reviewed the monthly report with the committee. He noted that the struggle is still the number of tags sold, decrease of \$7000 at this time as compared to last year at this time. Noted that this may be due to the cycle of the three year tags as discussed by Dr. Schlapp at last month’s meeting. Director Prestegaard is working to identify the vet offices that are not currently selling the County’s tags. Expenses are down as well from last year, due to salary line item. Budget has been written for 2023, and asking to remove two part-time technician positions to be replaced by one full-time technician. **Written report provided.**

Committee Business

- *Discussion and Approval of the Full-Time Kennel Technician Job Description*

Discussion ensued regarding the approval of a full-time kennel technician. Mr. Koepfel does recommend putting full-time position in the budget for next year but posting it now, as the hiring process could take some time. Mr. Koepfel noted the benefits of having a full time position; these include staff that can work on weekends, handling of the more dangerous dogs after training, keeping staff and not having turnover. Mr. Koepfel stated that this is a new position and is different enough from the part-time to warrant a review.

Committee will discuss the hiring of the position after the job description is approved.

Motion made to send the Full-Time Kennel Technician Job Description for review to the State’s Attorney and then forward to the September 20, 2022 County Board for approval. Motion made by Member Flowers, second by Member Gengler. **With five members in agreement, the motion carried by a vote of 5 -0.**

Public Comment – None

Executive Session – Member DeBolt made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2, second by Member Flowers.

Roll Call

Attendee	Status
Amy Cesich	yes
Brian DeBolt	yes
Elizabeth Flowers	aye
Scott Gengler	yes
Ruben Rodriguez	yes

Action Items for the County Board

- *Approval of the Full-Time Kennel Technician Job Description*

Action Items for the Committee of the Whole – None

Adjournment – Member DeBolt made a motion to adjourn the meeting, second by Member Gengler. **With five members present in agreement, the meeting was adjourned at 9:00 a.m.**

Respectfully Submitted,

Sally A. Seeger
Administrative Assistant/Recording Clerk

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, September 15, 2022 at 4:00 PM
Meeting Minutes**

Call to Order and Pledge of Allegiance - The meeting was called to order at 4:00p.m. by County Board Chair Scott Gryder who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Amy Cesich	Absent		
Brian DeBolt	Here		
Elizabeth Flowers	Absent		
Scott Gengler	Here	4:05	
Judy Gilmour	Here		
Scott Gryder	Here		4:50
Matt Kellogg	Yes		
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers	Here		

Staff Present: Latreese Caldwell, Jennifer Karales, Scott Koeppel, Brian Holdiman, Matt Kinsey, Jim Webb, Dan Polvere, Jeanne Russo, Lisa Holch

Guests Present: Alyse Olson, KC Water and Soil Conservation District, Butch Konicek, Chairman KC Water and Soil Conservation District, Brian Kronewitter, Cordogan & Clark, Jessica Fowler, Lit Communities, Aaron Jackson, Lit Communities

Approval of Agenda – Motion made by Member Rodriguez, second by Member Debolt. **With seven members present voting aye, the motion carried by a vote of 7-0.**

Amendment by Member Kellogg second by Member Rodriguez to move the *Discussion and Approval of 1539 Collins Road -Property Inspection* to first item underneath New Business.

Roll Call Vote: For approval of agenda with 1539 item being discussed first under new business

Attendee	Status
Matt Kellogg	Yes
Scott Gengler	Yes
Brian DeBolt	Yes
Judy Gilmore	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Robyn Vickers	Yes

With seven members present voting aye, the motion carried to amend the agenda as referenced by a vote of 7-0.

Approval of Previous Month’s Meeting Minutes – Member Gilmore made a motion to approve the August 11, 2022 meeting minutes, second by Member DeBolt. **With eight members present voting aye, the motion carried by a vote of 8-0.**

New Business

- *Discussion and Approval of 1539 Collins Road – Property Inspection* – Code Official Matt Holdiman reported that on August 11th, 2022 an executed administrative search warrant was conducted with the objective to determine that the house is in disrepair and is a threat for general safety and public health. The determination was made based on his report and inspection.

Mr. Holdiman said the house is not repairable and requests the State’s Attorney to initiate legal proceedings to have the property declared abandoned. The owners have gone through legal proceedings and have no interest in retaining the rights to the property.

Member Gilmore made a motion to forward this item to the County Board for approval after legal review from the State’s Attorney, second by Member Rodriguez. **With seven members present voting aye, the motion carried by a vote of 7-0.**

- *Special Presentation of Mental Health Training Collaboration between KC Health Department Mental Health and the Sheriff’s Office – Lisa Holch, KC Mental Health Department Director, and Commander Jeanne Russo, KC Sheriff’s Office* -Jeanne Russo briefed the committee on the on-going partnership with the Sheriff’s Office and the Health Department to address mental health at the county jail. They have developed a training program for new recruits with the intention of helping the recruits identify mental illness and how to communicate and interact with those who need help at the jail. Lisa Holch went over the specific training she provides to the recruits and answered questions from the Board.
- *Special Presentation by Kendall County Water and Soil Conservation District* - Chair Gryder stated that this was not on the agenda but had invited them to the meeting for recognition and to speak.

Alyse Olson, Resource Conservationist introduced Butch Konicek, Chairman of the Soil and Water Conservation District. She informed the committee on the roles of other staff members at the District and provided a summary of the Soil and Water Conservation District functions and how they are involved with the County. They prepare natural resource information reports for projects undergoing zoning change or special use permits for the County. She shared some events and highlights from the year such as the cover crop seeds for sale to promote soil health along with a virtual workshop on the use of the seeds, the annual used oil drive and the Ag in the classroom education program.

Board members asked questions and commended the valuable partnership the Soil and Water Conservation District has with the County and Forest Preserve District.

- *Special Presentation Cordogan Clark - Kendall County Needs Assessment* – Brian Kronewitter presented his findings from the space needs analysis feasibility study. He indicated that he met with Department heads and personnel at the Fox Street campus and the Ogden campus. He also met with Matt and Brian DeBolt. He asked for feedback from the Board as a means to break the project into manageable phases that align with the County’s budget.

A slide-show and design package was presented to the Board for review which was divided into two components:

Phase 1: The first phase was at the Fox Street campus. The study indicated various needs for space from the existing conditions and projections for five and ten years. Mr. Kronewitter’s concept introduced building and designing a one-story building for the County Clerk that would house all of their functions. They would vacate the current County building and be a stand-alone department in the new building. Other options include additional parking including the annex building and/or adding a basement were presented.

Phase 2: Once the new Clerk building is complete, expansion of the existing County building and renovations would be made to accommodate needed space for existing departments.

The Ogden public safety campus would include a new Facility Management building and once completed, the Coroner’s operation would take over the vacated Facilities Management space.

Phase 3: Would continue in fiscal year 2024 and 2025 renovation and additions to the Public Safety Center and Sheriff’s buildings as funds become available.

Member Kellogg indicated that Phase 3 was discussed prior to discussion of the jail changing to a cashless bail system and talks of closing the facility.

Member DeBolt confirmed that to pay for any building would come out of available funds within the budget and will not impact the taxpayer.

Scott Koeppel's recommendation from the needs assessment study is to move forward with a master agreement with Cordogan & Clark to include future projects and design for Phase 1. Once passed after legal review, get started on designing and building the new building next year 2023.

Member DeBolt made a motion to forward this item for legal review second by Member Rodriguez.

Roll Call:

Attendee	Status
Matt Kellogg	Yes
Scott Gengler	Yes
Brian DeBolt	Yes
Judy Gilmore	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Robyn Vickers	Yes

With seven members present voting aye, the motion carried by a vote of 7-0.

- *Special Presentation Lit Communities Kendall - County Broadband Business Plan* – Jessica Fowler, Chief Client Officer with Lit Communities presented to the committee a slide show and gave a brief summary of the history of Lit Communities which is a broadband advisory firm that specialize in working with municipalities to plan and structure their future connectivity.

Aaron Jackson, Consultant gave a re-cap of the community assessment he started in January 2022. He has been working with members of the Board to determine the broadband landscape for the County and identify the County needs going forward. A slide show was presented to the committee.

A discussion about available grant funding developed. Initially two grants or more could be used to help fund the project. Scott Koeppel recommended moving forward with the consulting agreement and using two grants to cover 50 to 75% of the cost. The rest of the cost would come from using County Funds and lastly revenue coming back to the County on money that was spent. He recommends sending this item to Legal for review and then to County Board for approval to get started by Spring 2023.

Member Vickers made a motion to forward the item to the County Board for approval after the State’s Attorney’s Office has conducted a legal review, second by Member Koukul.

Roll Call:

Attendee	Status
Matt Kellogg	Yes
Scott Gengler	Yes
Brian DeBolt	Yes
Judy Gilmore	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Robyn Vickers	Yes

With seven members present voting aye, the motion carried by a vote of 7-0.

- *Discussion of CMAP Membership Fee Increase* – Scott Koepfel said this item his went through the Highway Committee. He was contacted by CMAP. They are looking to double their fees for all counties. Fran Klaas said due to the money we got from being part of CMAP it is worth doing and include it in the budget for next year.

Member Vickers made a motion to forward the item to the County Board for approval, second by Member Gengler.

With seven members present voting aye, the motion carried by a vote of 7-0.

Old Business – None

Elected Official and Department Head Reports - None

Public Comment - None

Questions from the Media – None

Chairman’s Report – None

Board Action Items for October 4th -

- *Approval of 1539 Collins Road – Property Inspection*
- *Lit Communities Kendall - County Broadband Business Plan*

Executive Session - None

Adjournment – Member Gengler made a motion to adjourn the meeting, second by Member DeBolt. **With seven members present voting aye, the meeting adjourned at 6:00 p.m.**

Respectfully Submitted,

Sandy Washkowiak
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE MEEETING
BUDGET HEARINGS
Wednesday, September 7, 2022 at 8:30 AM
Meeting Minutes**

Call to Order and Pledge of Allegiance - The meeting was called to order at 8:30 a.m. by County Board Vice Chair Matt Kellogg.

Roll Call

Board Member	Status	Arrived	Left Meeting
Amy Cesich	Yes		
Brian DeBolt	Absent	8:40 am	
Elizabeth Flowers	Absent		
Scott Gengler	Yes		
Judy Gilmour	Absent		
Scott Gryder	Absent	8:35 am	11:20 am
Matt Kellogg	Yes		
Dan Koukol	Yes		10:05 am
Ruben Rodriguez	Yes		
Robyn Vickers	Yes		

Staff Present: Latreese Caldwell, Deputy County Administrator; Jennifer Karales, Finance and Budget Analyst, Scott Koeppel, County Administrator

Approval of Agenda – Member Rodriguez made a motion to approve the agenda, second by Member Gengler. **With six members present voting aye, the motion carried by a vote of 6-0.**

Overview: Jennifer Karales briefed the committee on what was included on their tablets and in their packets.

BUDGET PRESENTATIONS

- Treasurer Jill Ferko presented the FY23 Treasurer Budget requests.
- Chief Assessor Andy Nicoletti presented the FY23 Assessors budget requests.

Overview - Budget and Levy Presentation: Latreese Caldwell presented the current deficit of \$4.9M. PTELL Calculation, estimated new construction amount \$71.2M, rate Setting EAV \$4.133B. New dollars related to 5% CPI is \$1.1M. New monies related to new construction is \$420,000. Estimated new dollars could be \$1.5M. Available levy extension \$24.3M less CPI increase of \$1.1M is \$23.2M for 12 Levy Funds. Revenues and Transfers In Summary \$27.9M. 6.6% decrease from prior year. Capital expenditures of \$2M is included in expenditures. Expenses and Transfers Out Summary \$32.9M, up 10.7% from last year. ARPA Fund Salaries \$464,353. New General Fund Requested Salaries are listed on page 10 and are included in the department/office budgets.

- Undersheriff Bobby Richardson presented the FY23 Sheriff and Corrections budget requests.
- Coroner Jacquie Purcell presented the FY23 Coroner's budget requests.
- Public Defender Jason Majer presented the FY23 Public Defenders budget requests and presented a handout for the committee.
- State's Attorney Eric Weis presented the FY23 State's Attorney office budget requests.
- Court Services Director Alice Elliott presented the FY23 Court Services budget request.
- Judge Robert Pilmer presented the FY23 Judicial office budget requests.
- Drug Court Coordinator Melissa Moore presented the FY23 Mental Health court budget requests.
- Executive Director RaeAnn VanGundy and Fiscal Director Katy Williams presented the FY23 Health Department Administration budget requests.

Public Comment – Todd Miliron presented his comments to the County Board.

Questions from the Media – None

Action Items for County Board - None

Executive Session – Not needed

Adjournment – Member Cesich made a motion to adjourn the meeting, second by Member Gengler. **With five members present voting aye, the meeting adjourned at 1:00 p.m.**

Respectfully Submitted,

Sandy Washkowiak
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
BUDGET HEARINGS
Thursday, September 08, 2022 at 9:30 AM**

CALL TO ORDER – The meeting was called to order at 10:10 a.m. by Vice Chair Matt Kellogg.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder	Absent		
Matt Kellogg	Here		
Amy Cesich	Here		
Brian DeBolt	Here		
Elizabeth Flowers	Absent		
Scott Gengler	Here		
Judy Gilmour	Absent		
Dan Koukol	Here		11:25 am
Ruben Rodriguez	Here		
Robyn Vickers	Absent		

APPROVAL OF COMMITTEE OF THE WHOLE AGENDA – Member DeBolt made a motion to approve the agenda, second by Member Gengler. **With six members present voting aye, the motion carried by a vote of 6 - 0.**

Others Present: Latreese Caldwell, Deputy County Administrator; Scott Koepfel, County Administrator; Jennifer Karales, Finance and Budget Analyst; Mark Foster, Kendall County Record

ITEMS OF BUSINESS – None

BUDGET PRESENTATIONS

- County Administrator Scott Koepfel presented the FY23 Planning, Building and Zoning budget requests for Senior Planner, Matt Asselmeier.
- County Clerk and Recorder, Debbie Gillette presented the FY23 County Clerk, Recorder & Elections budget requests.
- Clerk of the Circuit Court, Matthew Prochaska presented the FY23 Circuit Clerk of Court budget requests. A handout was provided to the board members.
- Superintendent of Veterans Assistance CMS, Chad Lockman presented the FY23 VACKC budget requests.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

ACTION ITEMS FOR COUNTY BOARD – None

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Chair Kellogg addressed the committee that they lost the quorum and that the meeting was automatically adjourned due to lack of quorum. **The meeting adjourned at 11:220 a.m.**

Respectfully Submitted,

Sandy Washkowiak
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT COMMITTEE
Meeting Minutes for Friday, August 26, 2022 at 8:00 a.m.

Call to Order

The meeting was called to order by Committee Chairman Dan Koukol at 8:00 a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder	Yes		9:00 a.m.
Matt Kellogg	Yes		9:16 a.m.
Dan Koukol	Yes		
Robyn Vickers	Here		

Others Present: County Administrator Scott Koeppel, Jennifer Karales, Financial Analyst, Matt Asselmeier, PBZ Senior Planner.

Approval of Agenda – Member Cesich made a motion to approve the agenda, second by Member Vickers. **With five members voting aye, the motion carried by a vote of 5-0.**

Approval of April 29, 2022 Meeting Minutes – Chair Koukol made a motion to approve the April 29, 2022 meeting minutes, second by Member Vickers. **With five members voting aye, the motion carried by a vote of 5-0.**

Committee Business

- *Discussion of Future Land Uses Along Route 47 in Kendall and Lisbon Townships* – Chair Koukol stated that County Administrator Koeppel fields many phone calls from industrial and commercial developers searching for projects and ideas along the Route 47 corridor. The right of way purchases are moving forward and landowners have been contacted.

The Lisbon sewer plan was discussed and Chair Koukol and Mr. Koeppel would like to bring this issue to COW for a possible consensus by the Board to pass before bringing this to the Region Plan Commission.

Future Land Use maps were discussed to change the zoning of Route 47 in Lisbon Township to commercial from agriculture. Some of the land owners in the impacted areas have organized a group to discuss farmland protection and are exploring creating agricultural conservation zones. Currently they are still reviewing the maps that were provided to them.

Member Cesich made a motion to further discuss changes to the Future Land Use maps at the next COW meeting on September 15th, second by Member Vickers.

Roll Call

Attendee	Status
Amy Cesich	Yes
Scott Gryder	Yes
Matt Kellogg	No
Dan Koukol	Yes
Robyn Vickers	Yes

With five members present and four voting aye, the motion carried by a vote of 4-1.

- *Discussion of Request from Boyd Ingemunson Concerning the Law Office* – Chair Koukol met with Boyd Ingemunson who is wanting to make interest only payment on his loan for six months. His plan is to sell tickets in advance for his shows and reorganize his business to attract more venue type organized events.

Member Kellogg made a motion to allow the Law Office of Boyd Ingemunson to make interest only payments on his current loan for six months, second by Member Gryder.

Roll Call

Attendee	Status
Amy Cesich	Yes
Scott Gryder	Yes
Matt Kellogg	Yes
Dan Koukol	Yes
Robyn Vickers	No

With five members present and four voting aye, the motion carried by a vote of 4-1.

- *Discussion of DHL Property Tax Abatement Application* – County Administrator Scott Koepfel briefed the committee on DHL’s agreement with the Village of Plainfield to have water and utility hook ups to land that they purchased for a warehouse. DHL’s abatement application is not asking the school or the Village of Plainfield taxes to be abated and to only abate the County portion of the taxes. Mr. Koepfel thinks this is a great project for the County and the Village of Plainfield.

Motion made by Member Gryder to send the decision to abate the county portion of the taxes on the DHL property tax abatement application to the State’s Attorney and forward to the County Board for approval, second by Member Cesich.

- *Discussion of ARPA Small Business Grants* – Chair Koukol stated that the ARPA grant program was a success this year and discussed with the committee whether or not to continue funding the program for the ARPA Budget 2023. Mr. Koepfel stated that roughly 100 to 200 requests were not funded this year due to depletion of ARPA funds.

The Committee decided to delay the grant program for a year to see if more funding could be available for Budget 2024. The committee would like to come up with a plan to promote small businesses. Chair Koukol noted this topic will be added back on the agenda for discussion in August 2023.

Jennifer Karales, Financial Analyst drafted an amendment to the agreement whereas the businesses will have to reflect how the grant money allocated to them was actually and properly spent.

Member Kellogg made a motion to amend the grant agreement, second by Member Cesich. This will be on next month's agenda for consensus with the County Board.

Roll Call

Attendee	Status
Amy Cesich	Yes
Scott Gryder	Yes
Matt Kellogg	Yes
Dan Koukol	Yes
Robyn Vickers	Yes

- *Discussion of Approval of CPACE Program in Kendall County*– Mr. Koepfel briefed the committee on the CPACE program which is a financial structure in which commercial building owners borrow money for energy efficiency, renewable energy, or other projects and make repayments via an assessment on their property tax bill. Mr. Koepfel discussed the proposal with the committee. Currently there is a Senior Living Community under development in Oswego who is requesting to use this program very soon.

Mr. Koepfel made a motion to send the proposal for the CPACE program to the County Board, second by Vickers. **With three members voting aye, the motion carried by a vote of 3-0.**

Updates and Reports – Mr. Koepfel briefed the committee on other property tax abatements. Property Logistics LLC has dropped their project due to the expensive cost of capital. Moto has delayed their project due to delayed supply chain and the hope of interest rates to come down. TMF Plastic Solutions in Plano is moving forward and has been approved. Mr. Koepfel plans on sending both the Moto and Plastic Solutions agreements to the County Board for final approval by the end of the year.

Member Vickers has concerns with future traffic congestion on Wolfs crossing and Douglas Roads because of the rental housing project under development.

Chairs Report – Chair Koukol would like ARPA funding to go to the Wolf Crossing project. He also mentioned the traffic congestion on Wolf Rd. and has concerns with a developer who would like to build another large housing project along this road.

Member Vickers discussed the drainage ditches funding project.

Items for the County Board – None

Items for the Committee of the Whole Meeting - None

Public Comment – None

Executive Committee – Not needed

Adjournment - Member Vickers made a motion to adjourn, second by Member Cesich. **With three members present in agreement, the meeting was adjourned at 9:40 a.m.**

Respectfully submitted,
Sandy Washkowiak, Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, September 15th 2022**

Call to Order – Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 6:08 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Absent		
Brian DeBolt	Present		
Scott Gengler	Present		
Scott Gryder	Absent		
Matt Kellogg	Present		

Others Present – County Administrator Scott Koeppele, Deputy Administrator Latreese Caldwell, Health Department Director RaeAnn Van Gundy

Approval of Agenda – Member DeBolt made a motion to approve the agenda, second by Member Gengler. **With three members present voting aye, the motion carried by a vote of 3 - 0.**

Approval of August 25, 2022 Minutes – Member Gengler made a motion to approve the meeting minutes from August 25, 2022 second by Member DeBolt. **With three members present voting aye, the motion carried by a vote of 3 - 0.**

Approval of Claims – Member DeBolt made a motion to forward the claims to County Board, second by Member Gengler. **With three members present voting aye, the motion carried by a vote of 3 - 0.**

Items of New Business

- *Discussion of Health Department and ARPA* - Mr. Koeppele reported to the Committee that last year the County Board had budgeted \$400,000 ARPA money for Health Department expenses including extra Covid-related expenses. Since Covid has been mild this year the Health Department is asking to move some of their employee salaries into the \$400,000.

Director RaeAnn Van Gundy explained the request is for under \$94,000 and it would cover personnel not covered by grants. The funding would only be needed for the third pay period in September, all of October and all of November. These are positions in Mental Health; for front support services who deal with Covid related calls and host clinics; for the salary of a community action workers who is working with the Sheriff’s Office and the State’s Attorney’s Office on the divert

team for Domestic Violence. The grant ends September 30. The committee discussed taking the \$94,000 out of the \$200,000 that was earmarked for the Health Department’s vaccination room FY22 budget since there was no big capital projects this year. Chair Kellogg would first like to see a fund balance comparison for 2019, 2020, 2021, and 2022 before doing this.

- *FY 22-24 ARPA Budget Discussion* – Member DeBolt asked if ARPA funds could cover help with mapping of the County. At this month’s KenCom Operations, meeting it was brought to his attention that the mapping may not be accurate for response calls. Scott Koeppel said he would talk to Meagan Briganti, Deputy ITC Director and Larry Nelson, Member at Large KenCom Board about this.

The \$130,000 ARPA application for the Forest Preserve District was reviewed. They are requesting funding to complete the project for the Ken Pickerill Estate House outdoor pavilion area. Motion made by Member DeBolt, second by Member Gengler to forward the application to Legal for review and to the County Board for approval. **With three members present voting aye, the motion carried.**

Scott Koeppel discussed the ARPA 2-1-1 agreement and explained this is a non-profit organization with a voluntary board. They are asking for changes to their contract agreement. Mr. Koeppel went over the requested changes with the committee. After a consensus in favor of the changes, this item will be presented at the September 20th County Board meeting or at the first meeting in October.

- *Fiscal Year 2023 Discussion* – Latreese Caldwell presented the Budget Approval Calendar to the committee.
- *Discussion and Approval of the Kendall County Fiscal Year 2023 Tentative Budget.* Latreese Caldwell explained that notice for the tentative budget has to be posted in the newspaper in a black box ad and put on file with the County Clerk. The sooner the tentative budget is complete they can work on changing various accounts and reducing the \$4.9M deficit.

The approved tentative budget will be further analyzed at the September 29th Budget and Finance Committee meeting.

Member Gengler made a motion to approve the tentative budget as presented as a rough draft second by Member DeBolt. **With three members present voting aye, the motion carried.**

Roll Call

Attendee	Status
Brian DeBolt	Yes

Scott Gengler	Yes
Matt Kellogg	Yes

Old Business – None

Department Head and Elected Official Reports – None

Public Comment - None

Questions from the Media - None

Chairman’s Report - None

Items for the County Board

- Approval of Claims
- Tentative Budget
- 2-1-1 Agreement

Executive Session - None

Adjournment – Member Debolt made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gengler. **With three members present voting aye, the meeting was adjourned at 6:46 p.m. by a vote of 3 - 0.**

Respectfully submitted,

Sandy Washkowiak
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, September 29th 2022**

Call to Order – Committee Chair Matt Kellogg called the Finance Committee to order at 5:20 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Here		
Brian DeBolt	Here		
Scott Gengler	Here		
Scott Gryder	Here		
Matt Kellogg	Here		

Others Present – Jennifer Karales via Remote, Scott Koeppel, Latreese Caldwell, Coroner, Jackie Purcell, Chief Deputy Coroner, Levi Gotte.

Approval of Agenda – Member DeBolt made a motion to approve the agenda, second by Member Cesich. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

Approval of Minutes – Member Gengler made a motion to approve the meeting minutes from September 8th and September 15th, 2022 second by Member DeBolt. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

Approval of Claims – Member DeBolt made a motion to forward the claims to County Board, second by Member Gryder. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

Items of New Business

- *Discussion and Approval of New Vehicle for Coroner Office* – Coroner Purcell updated the committee on the challenges they are having finding a replacement vehicle because the vehicles on the lots are selling so quickly. Their current 18-year-old vehicle is no longer dependable. She presented three comparison options of a vehicle that would fit their needs but all three have already been sold. But she is confident in finding a similar vehicle within the next few weeks.

Chair Kellogg mentioned the need to stay under a \$30,000 threshold because anything over would have to go to bid. He said half of the cost could come out of public safety capital and a budget adjustment be done so the vehicle can still be purchased this year. Ms. Purcell stated she could cover the remaining \$15,000 out of special fees.

Mr. Koepfel mentioned if the Finance committee moves not to exceed \$15,000 from public safety capital be could add this to the list for a budget revision.

Member Cesich made a motion not to exceed \$15,000 from public safety capital and add this item to the list for budget revision, second by Member DeBolt. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

- *Historic Preservation CLG Grant Discussion* – Mr. Koepfel stated the grant is for the Historic Preservation Commission to complete a historic survey at a couple townships in the county. He said the grant was approved by the County Board and there is a local match of approximately \$13,000 for the County to pay to do the grant.

Mr. Koepfel said this item was included for a budget revision due to timing of the grant so they can start the work this year. Approximately \$13,000 can be taken out of the general fund.

Motion made by member Cesich to amend the budget to add this item for a budget revision, second by member Gryder. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

- *FY 22-24 American Rescue Plan Act (ARPA) Budget Discussion* – Mr. Koepfel reported that the contract for grant services from the communities is over the bid threshold. And according to Jim Web at the State Attorney’s office it is not something that is exempt from bidding for grant services. Mr. Koepfel said he will need to put together a short bid with exact specifications for someone who could do the grant work for us and asked the committee for permission to prepare the bid to send to the County Board. **There was consensus by the committee to have a bid put together for grant work.**

Mr. Koepfel shared with the committee a couple ARPA items including requests from the Ken Com Board to change the 2-1-1 agreement:

- Revise the non-profit wording on the grant application and change the budget, but not the amount, by condensing eight line items to four which will create more flexibility to pay for different items. Mr. Koepfel and the committee were both in acceptance with these changes.

There was an issue with the claw back language. The 2-1-1 Board requested removing the clause “repayment of all grant funds be dispersed to the grantee if they are not in good standing as a non-profit, or certain things happen such as gross misuse of the funds”. Mr. Koepfel stated this was already drafted by the State’s Attorney office and this would be a policy change not a legal change. After a discussion the committee decided to deny the request to remove the language, due to fairness to the other non-profits. Mr. Koepfel will report the committee’s decision to the Ken Com Board.

- Health Department ARPA Request: The committee went over the Health Department's fund balance comparison for FY19 – FY22 which was included in the packet that Chair Kellogg requested at the last meeting. The Health Department is asking to take \$94,000 out of the \$400,000 budgeted ARPA money to supplement salaries of employees through the end of the year. These employees were already here before Covid.

Mr. Kellogg is not in favor of salaries funded out of ARPA because salaries were not the intent for ARPA. He said if the Health Department can come up with another ARPA related capital project he would consider it. He is in favor of holding \$150,000 in the budget for ARPA in case of Covid related needs.

Mr. Koepfel recommends changing the Vax room at the Health Department to TBD and change the number to \$200,000.

Mr. Kellogg discussed other ARPA budget projects included in their packets with the committee. Kendall Township, the Forest Preserve District, the issue with Oswego's new water source, and Yorkville's IGA with the Drainage District were discussed.

- *Fiscal Year 2023 Budget Discussion* – Chair Kellogg went over the charts for General Fund FY 22 vs. FY 23 Salaries with the committee, included in their packet. He said the Department heads are asking for step raises, salaries for new positions, increases to salaries greater than 3% and approval of step increases. The committee gave their thoughts and opinions.

Mr. Kellogg discussed with the committee the Circuit Clerk's request for new salaries for four positions. He will ask the Circuit Clerk to prioritize the four positions and invite him and the Probation Director to next Finance meeting to present their need for these positions. Mr. Kellogg said he will most likely approve one or two of the positions.

The committee also discussed the General Fund Revenue and Expenditure charts.

Old Business – None

Department Head and Elected Official Reports – None

Public Comment - None

Questions from the Media - None

Chairman's Report - None

Review Board Action Items

- Claims

Executive Session – Not needed

Adjournment – Member Debolt made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder. **With five members present voting aye, the meeting was adjourned at 7:00 p.m. by a vote of 5 - 0.**

Respectfully submitted,

Sandy Washkowiak
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, October 13, 2022**

Call to Order – Committee Chair Matt Kellogg called the Finance Committee to order at 5:52 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Here		
Brian DeBolt	Here		
Scott Gengler	Here		
Scott Gryder	Here		6:15 pm
Matt Kellogg	Here		

Others Present – Jennifer Breault via Remote, Scott Koeppel, Latreese Caldwell, Coroner Jackie Purcell, Chief Deputy Coroner Levi Gotte, Undersheriff Bobbie Richardson, Circuit Clerk Matthew Prochaska, Judge Robert Pilmer, Probation/Court Services Director Alice Elliott, Representatives for the Drainage District: John Purcell Mayor of Yorkville, Attorney Dan Kramer, and Bob Davidson.

Approval of Agenda – Member Gryder made a motion to approve the agenda but to remove the FY 2023 Capital Budget Discussion from the agenda, second by Member Cesich. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

Approval of Minutes– Member Gryder made a motion to approve the meeting minutes from September 8th and September 15th, 2022 second by Member Gengler. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

Approval of Claims – Member Gryder made a motion to forward the claims to County Board, second by Member Cesich. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

Items of New Business

- *Approval of low bidder for vehicle maintenance service contract* – Under Sherriff Bobbie Richardson and the committee went over the response comparison chart included in their packets between the two respondents who submitted bids. One of them was the lower bidder based on the submitted bid sheets. Member Gengler made a motion to approve the Low Bidder for Vehicle Maintenance Contract and send to the County Board to consent agreement, second by member DeBolt. **With five members present voting aye, the motion carried by a vote of 5 - 0.**

- *ARPA Treasury Reporting Status* – Jennifer Breault reported to the committee that the quarterly report for the U.S. Treasury is complete and the next report will be due at the end of December.

Mr. Koeppel mentioned that one of the ARPA grantees has not responded to Jennifer for information she needs and after she made numerous attempts to contact them the deadline has now passed. Mr. Koeppel recommends having the State’s Attorney’s office send a letter to the recipient since this has worked in the past.

- *FY 22-24 ARPA Budget Discussion* – Attorney Dan Kramer, representative for the Rob Roy and Raymond Drainage Districts addressed the committee on the major need to clean out the drainage ditch along Rt 47 in Yorkville. He is asking for ARPA money be allocated to the Drainage District. He assured the committee that the money would be protected through a title company and would not get levied upon or used by someone else.

Mr. Davidson gave a brief history of the drainage district and the minimul work done to it through the years. But due to development there are now 3,000 parcels in the area north of Route 34 and there is a possibility of major flooding in the future. The effective area in length starts at south at Eldamain Road going north to Route 34 and possibly up to Cornelius Road.

He received an estimate of \$497,000 to complete the project. This includes estimates from three companies for tree removal, excavating and possibly landscaping.

- Homer Tree Service \$297,000
- Midwest Excavating \$105,000
- Landscaping (if needed) \$67,000

These companies still need to bid.

Mr. Davidson said the project can start immediately this winter and stop during planting season until the Fall.

Mayor John Purcell of Yorkville said he will support this project and cover the administrative part and the money would be allocated through Yorkville and a title company and be spent for cleanup and improvement and not toward any special fees.

Mr. Koeppel recommended two options either to include this for the FY23 Budget, as a project or send to the State’s Attorney’s Office to draft the agreement and this will come forward once the agreement is complete.

Chair Kellogg talked about three other ARPA projects and to allocate \$500,000 toward the Drainage District and \$500,000 toward the Oswego future water supply project, and to start the Boulder Hill project.

After discussion the committee agreed to allocate the money towards the three projects. **Motion made by Cecish to forward the three projects to the State’s Attorney’s Office to draft the agreement for FY23, second by Member Debolt. With four members present voting aye, the motion carried.**

Mr. Koeppel said once the agreement is drafted it will be sent to the County Board for final approval.

- *FY 2023 Capital Budget Discussion* – Chair Kellogg discussed budget adjustments for several departments with the committee.

Circuit Clerk Matt Prochaska provided a handout to the committee detailing four additional positions that his office requested resulting in \$118,500 in new salaries. He stated if the upcoming Safety-Act goes into effect this could create additional work. And two employees are retiring in January. In addition, his office is currently overloaded with court filings and dispositions.

When asked by the committee, his priority is to strengthen the Criminal Traffic Division and hire a Traffic Office clerk and a weekend Court Office clerk. Filling the position for a Quality Control Manager is also needed because too many things are getting overlooked.

Judge Robert Pilmer explained to the committee that with increasing need for technology and reporting it puts more of a demand on the clerk’s office and the judges also support filling these positions.

The committee was in favor of filling the two clerk positions for the Criminal Traffic Division.

Director Elliott reported to the committee her need to hire a Mental Health Court Officer to serve the clients. This position would be reimbursable through the Administrative Office of the Illinois Courts. The other position is either a full-time or part-time Drug Test Technician who would relieve the probation officers so they can service the clients.

Mr. Koeppel concluded hiring a part-time person would have less of an impact on the budget. There was a consensus from the Board to approve the full-time Mental Health Court Officer and the Part-Time Drug Test Technician.

Old Business – None

Department Head and Elected Official Reports – None

Public Comment - None

Questions from the Media - None

Chairman’s Report - None

Executive Session – Not needed

Review board action item –

- Claims
- Approval of the low bidder for the Sheriff's Department's vehicle maintenance contract for a two-year period for County Board consent agenda.

Adjournment – Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, second by Member DeBolt. **With four members present voting aye, the meeting was adjourned at 7:00 p.m. by a vote of 4- 0.**

Respectfully submitted,

Sandy Washkowiak
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE MEETING
BUDGET HEARINGS
Thursday, September 8, 2022 at 9:30AM**

CALL TO ORDER – The meeting was called to order at 9:37 a.m. by Finance Committee Chair Matt Kellogg.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder	Absent		
Matt Kellogg	Here		
Amy Cesich	Absent	Arrived at 10:10 a.m.	
Brian DeBolt	Here		
Scott Gengler	Here		

APPROVAL OF BUDGET & FINANCE AGENDA – Member DeBolt made a motion to approve the agenda, second by Member Gengler. **With three members present voting aye, the motion carried by a vote of 3 - 0.**

Others Present: Latreese Caldwell, Deputy County Administrator; Scott Koeppel, County Administrator; Jennifer Karales, Finance and Budget Analyst

BUDGET PRESENTATIONS

- Director of Animal Control, Kelly Prestegaard presented the FY23 Animal Control budget requests.
- Director of Facilities, Dan Polvere presented the FY23 Facilities Management budget requests.
- County Administrator Scott Koeppel presented the Emergency Management Agency budget requests for Director of EMA, Roger Bonuchi.

Chair Matt Kellogg called for a recess from Finance Committee at 10:10 a.m.

Chair Matt Kellogg reconvened the Finance Committee at 11:30 a.m.

BUDGET PRESENTATIONS (Continued)

- Deputy ICT Director, Meagan Briganti presented the FY23 GIS budget requests. A handout was provided to the board members titled Promotion Justification Summary.
- Director of Info & Communication Technology (ICT), Matt Kinsey presented the FY23 ICT budget requests.
- County Board Administrator, Scott Koeppel presented the FY23 Administration, County Board, and Economic and Development (EDC) budget requests.

Chair Kellogg stated that if the committee had questions they could call and ask the Elected Officials and others. There are a couple of departments with large salary increases and he will need the committee's thoughts on those. Member Cesich addressed the committee concerning the \$1.137M CPI increase that can be added to the levy. CPI has not been taken for 5-6 years and now we are at that point where we have to give big increases to keep people up to par with inflation. There are repercussions to not taking CPI. It is about providing services and treating our people well and paying them what they deserve to be paid. Chair Kellogg stated we will be looking into the expense side, salary increases affect union contract negotiations, revenues and the CPI. County Administrator Koeppel mentioned a thought involving the CPI discussion and stated the laws have changed for the Veteran's Assistance Commission where the Superintendent sets the levy. The VAC increased their expenses this year, and will eventually increase their levy.

PUBLIC COMMENT – Mr. Todd Milliron presented his comments to the Board.

QUESTIONS FROM THE MEDIA – None

ACTION ITEMS FOR COUNTY BOARD - None

EXECUTIVE SESSION – None

ADJOURNMENT – Member Cesich made a motion to adjourn the meeting, second by Member Debolt. **With five members present voting aye, the meeting adjourned at 12:37 p.m.**

Respectfully Submitted,

Sandy Washkowiak
Administrative Assistant

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF KENDALL, Illinois, a local unit of government, (hereinafter referred to as “KENDALL COUNTY”) and the COUNTY OF KANE, Illinois, a local unit of government, (hereinafter referred to as “KANE COUNTY”) both organized and existing under the laws of the State of Illinois;

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KANE and the COUNTY OF KENDALL are authorized to establish, support and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF KENDALL is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES STAFF (hereinafter, referenced as “AUTHORIZED KENDALL COUNTY OFFICIAL”) are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF KENDALL may expend tax receipts for detention services pursuant to an agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.
2. The AGREEMENT commences upon date of approval and signature by KENDALL COUNTY and KANE COUNTY and will continue from date of signing to December 1, 2023.
3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of KENDALL COUNTY, while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures and the Illinois Juvenile Court Act. This includes NOT detaining status offenders and/or contempt of court offenders whose detainment originates from status offenses in accordance with the Juvenile Court Act.

3.2 It is agreed that KENDALL COUNTY shall utilize the current Kane County Juvenile Justice Center Detention Screening Instrument and Authorization form to authorize detainment. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.

3.3 In the event that a KENDALL County juvenile offender presents with a mental health or medical condition that may require specialized inpatient treatment, KANE COUNTY has the right to refuse intake for the minor until the minor is determined to be stabilized by a qualified mental health or medical professional, and whose aftercare or follow-up treatment is appropriate for detention in a juvenile facility, as more fully addressed in Section 7.4 in this Agreement.

4. COMMUNICATION BETWEEN KANE AND KENDALL COUNTY

4.1 Prior to admission, an AUTHORIZED KENDALL COUNTY OFFICIAL or sworn peace officer shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information if available:

- (a) A court order or a warrant authorizing the detention of the minor.
- (b) Any available health care information regarding the juveniles in custody. All health care information shall be provided to KANE COUNTY medical personnel in keeping with all applicable regulations and statutes.
- (c) Contact information for the detained minor's parent(s) and/or guardian(s).
- (d) Any information pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate medical and/or mental health care issues).
- (e) Information regarding the date, time, and place of the detained minor's next court hearing.

4.2 The following ongoing information shall be exchanged between the Kane County Juvenile Justice Center and Kendall County:

- (a) KANE COUNTY shall provide KENDALL COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by

KENDALL COUNTY at the Kane County Juvenile Justice Center, including but not limited to: death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center; assaultive behavior by or toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; any incidents involving the minor which result in the filing of a police report or placement of the minor on individual programming.

(b) In the case of the escape or attempted escape of a KENDALL COUNTY minor prisoner confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and Kendall County promptly by telephone, so they may use all reasonable means to recapture the minor prisoner. The escape of a KENDALL COUNTY minor prisoner must be reported immediately by telephone to the Sheriff of Kendall County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kendall County within forty-eight (48) hours of said escape.

(c) KENDALL COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by KENDALL COUNTY.

(d) KENDALL COUNTY shall provide KANE COUNTY at the time of detainment authorization any known information regarding serious mental health information or dangerous behavioral concerns to staff or others for any minors detained by KENDALL COUNTY.

5. SCOPE OF DETENTION SERVICES: KANE COUNTY shall provide minors with detention services as provided for in the Juvenile Court Act of 1987 (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the Illinois Department of Juvenile Justice. Services offered to minors housed for KENDALL COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

An AUTHORIZED KENDALL COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of KENDALL COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED KENDALL COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs, IDJJ commitments, residential placement dispositions and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care, KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. For the expense and staffing of such trip, KENDALL COUNTY shall compensate KANE COUNTY a flat fee of

\$180.00 per detainee per round-trip for such non-scheduled off-site medical services for transports lasting less than three (3) hours. For transports in excess of three (3) hours, KENDALL COUNTY shall compensate KANE COUNTY a flat fee of \$180.00 plus \$56 per hour exceeding three (3) hours for off-site staffing coverage for the combined cost of two (2) mid-level youth counselors. KENDALL COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED KENDALL COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

7. HEALTH CARE SERVICES

7.1 KANE COUNTY shall provide basic health care services (e.g. dispensing non-specialty prescribed medications, nursing care for minor injuries and illness, counseling for mental health concerns, and examination as needed by medical doctor and psychiatrist) to minors housed for KENDALL COUNTY in keeping with services made available to other minors housed in KANE COUNTY.

7.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center and this includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any specialty prescribed medications. With the assistance of KENDALL COUNTY, KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance information. In the event the minor is not covered by medical insurance, KENDALL COUNTY shall be responsible and bear any and all expenses arising from any specialty prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center. As between KANE COUNTY and KENDALL COUNTY, KENDALL COUNTY shall become the responsible party and bear any and all payments of outstanding medical bills but shall retain any rights it may have to seek reimbursement from the minor, the minor's parent(s)/guardians(s), any insurance carrier, or any other responsible party.

7.3 In the event a minor detained for KENDALL COUNTY is admitted for hospitalization for emergency health care services, or will exceed three (3) hours in the emergency department, KANE COUNTY will notify the AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Twenty-Third Judicial Circuit). In such an emergency situation, KENDALL COUNTY shall compensate KANE COUNTY as described in Section 6 above. If the minor is admitted to a local Kane County hospital, KENDALL COUNTY will provide staff to remain at the hospital during hospitalization. KENDALL COUNTY shall obtain a court order releasing the minor from Kane County's custody for the duration of the minor's hospitalization and obtain a separate order returning the minor to Kane County's custody upon the minor's release from the hospital. KENDALL COUNTY is responsible for coordinating security arrangements with the facility's security department. If the minor is assessed or hospitalized at a non-local mental health hospital, KENDALL COUNTY shall compensate KANE COUNTY for the transport as described in section 6.1 above.

7.4 The parties agree that the intent of juvenile detention is to house delinquent minors pending court proceedings; it is not to be used in lieu of treatment for minors in need of mental health treatment such as psychological services or specialized medical care. Minors who require mental health treatment at a level of care higher than an outpatient setting are not appropriate for detention. These minors will need to obtain the proper treatment in the appropriate medical or mental health care facility and be medically and/or psychologically stable before they are accepted for detention. Should a minor be deemed in need of inpatient mental health care services, specialized medical care or in need of services outside the scope of juvenile detention, as determined by a Licensed Practitioner of the Healing Arts with a valid clinical license in the state of Illinois, Kane County will require that the minor be removed from the facility within 72 hours, with all costs of transportation assumed by Kendall County. Should the minor not be removed within 72 hours, Kendall County agrees to pay a per diem rate of \$500/day in consideration for increased level of care required for the subject minor.

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, KENDALL COUNTY agrees to provide compensation to KANE COUNTY in the amount of \$135.00 per day, per minor for occupied detention beds. KANE COUNTY shall provide an invoice to KENDALL COUNTY by the tenth day of the month reflecting services provided during the previous month. KENDALL COUNTY shall remit payment within 60 days after receipt of such invoice.

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of KENDALL COUNTY's own choosing, and hold harmless KENDALL COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any KENDALL COUNTY juvenile at the KANE COUNTY Juvenile Justice Center, and any practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any KENDALL COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

KENDALL COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KENDALL COUNTY or suits brought by, or on behalf of, any KENDALL COUNTY minor housed pursuant to this Agreement, arising out of any practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KENDALL COUNTY minor

while in the custody of KENDALL COUNTY, to the fullest extent authorized by law.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of KENDALL COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each occurrence with \$10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of KENDALL upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$2 million with excess coverage of \$30 million is acceptable if KANE COUNTY self-insures.

9.2 Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification provisions.

10. EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. However, the rates pursuant to Section 8.1 shall not be charged until after December 1, 2020. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.
11. APPLICABLE LAW: This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Sixteenth Judicial Circuit, State of Illinois.
12. FINAL AGREEMENT OF PARTIES: This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.

13. NOTICES: Any Notice given pursuant to a preceding Section of this AGREEMENT shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. In the case of notice to KENDALL COUNTY, any notice shall also be sent to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State's Attorney, 100 South Third Street, 4th Floor, Geneva, IL 60134.
14. AUTHORIZATION: KENDALL COUNTY and KANE COUNTY represent that all necessary acts have been taken to authorize and approve this AGREEMENT in accordance with applicable law and this AGREEMENT, when executed by the parties hereto, shall constitute a binding obligation of KENDALL COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
15. SEVERABILITY CLAUSE: If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.
16. RULES AND REGULATIONS: It is agreed by and between the parties hereto that KENDALL COUNTY minor prisoners confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the KENDALL COUNTY Jail.
17. NON DISCRIMINATION: KANE COUNTY agrees that no KENDALL COUNTY minor prisoner confined in the KANE COUNTY Juvenile Justice Center facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.
18. P.R.E.A. Compliance: As of the date of execution of this AGREEMENT, the KANE COUNTY Juvenile Justice Center Superintendent has adopted and the KANE COUNTY Juvenile Justice Center is in substantial compliance with the national standards to prevent, detect, and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (P.R.E.A.) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.
19. EXECUTION: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of KENDALL COUNTY and the KANE COUNTY.

KANE COUNTY

Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

Date: _____

KENDALL COUNTY

Chairman, Kendall County Board
Kendall County Office of Administrative Services
111 W. Fox Street
Yorkville, Illinois 60560

Date: _____

**INTERGOVERNMENTAL HOUSING AGREEMENT
BETWEEN KANE COUNTY AND KENDALL COUNTY
FOR THE HOUSING OF PRISONERS**

This Intergovernmental Housing Agreement (“Agreement”) is made and entered into this December 1, 2022, by and between the County of Kendall, Illinois, a unit of local government, and the Sheriff of Kendall County (hereinafter collectively referred to as “Kendall County”), and the County of Kane, Illinois, a unit of local government and the Sheriff of Kane County (hereinafter collectively referred to as “Kane County”). For purposes of this Agreement, Kendall County and Kane County shall collectively be referred to hereinafter as “the Parties”.

RECITALS

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, counties are required to keep and maintain a jail facility in its county for its use, which may be satisfied by a single jail facility jointly used and maintained by two counties (730 ILCS 125/1); and

WHEREAS, the Parties agree that it is in their best interest to enter into a contract to obtain and provide the available housing for their respective prisoners; and

WHEREAS, for purposes of this Agreement, the party to be housing the other party’s prisoners and detainees shall hereinafter be referred to as the “Housing Party”, and the party requesting their prisoners and detainees be housed outside the confines of their own facility and, instead be housed at the Housing Party’s facility shall hereinafter be referred to as the “Non-Housing Party”; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties do hereby agree and covenant as follows:

1. RECITALS

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

2. HOUSING

The Housing Party agrees to provide housing for the Non-Housing Party’s prisoners and detainees as hereinafter provided. The Parties agree the Housing Party shall make available to the Non-

Housing Party as many available beds as can be conveniently provided, subject to the needs of both the Housing and Non-Housing Parties.

3. CLASSIFICATION OF PRISONERS

The Non-Housing Party's prisoners and detainees eligible to be housed by the Housing Party will be limited to the following classified offenders:

- a) Prisoners and detainees currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
- b) Prisoners and detainees currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.
- c) Prisoners and detainees who are of pre-trial and pre-sentence classification
- d) Prisoners and detainees remanded to the custody of the Non-Housing Party.

The Non-Housing Party's prisoners and detainees to be housed by the Housing Party will not include Federal prisoners and detainees or Cook County prisoners and detainees, or any other prisoners and detainees for whom the Non-Housing Party is receiving a fee pursuant to agreement.

4. LOCATION OF HOUSING

All housing to be made available by Kane County as the Housing Party will be at the facility located at 37W755 IL Rt. 38., St. Charles, Illinois, County of Kane, and no other Kane County facility will be utilized pursuant to this Agreement.

All housing to be made available by Kendall County as the Housing Party will be at the facility located at 1102 Cornell Lane, Yorkville, Illinois, County of Kendall, and no other Kendall County facility will be utilized pursuant to this Agreement.

5. POLICY AND SCOPE OF SERVICES

The Housing Party shall accept and securely keep all such prisoners and detainees delivered to them by the Non-Housing Party pursuant to the terms of this Agreement.

The Housing Party shall comply with the requirements of the Unified Code of Corrections (730 ILCS 5/1 *et seq.*), the Illinois County Jail Act (730 ILCS 125/1 *et seq.*), and all other applicable laws regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations, and access to a television or a radio system.

The Parties further agree as follows:

- a) Commissary: The Housing Party shall maintain a Commissary account for each Non-Housing Party's prisoner with the purpose of permitting purchases as permitted by the Housing Party's rules and regulations.
- b) Clothing: The Housing Party agrees to provide appropriate jail uniforms to the Non-Housing Party's prisoners and detainees for the duration of their incarceration at the Housing Party's facility.
- c) Prisoner Funds: The Housing Party agrees to hold the private monies of the Non-Housing Party's prisoners and detainees while they are in the Housing Party's facility. If the Non-Housing Party's prisoner or detainee is transferred to another detention or correctional facility, said prisoner may submit a request in writing to the Housing Party, that the funds be sent to the new facility. The prisoner's written request must include the prisoner's name, address of the facility, and their correct prisoner identification number.
- d) Non Discrimination: The Parties agree no prisoner confined in the Housing Party's facility pursuant to the terms of this Agreement shall be subjected to unlawful discrimination in any manner relating to their confinement on the basis of the prisoner's age, gender, race, color, religion, national origin, and/or any other legally protected basis.

6. TRANSPORTATION AND REMOVAL OF PRISONERS

The Non-Housing Party or the arresting agency, at their expense, shall deliver any and all Non-Housing Party prisoners and detainees to the Housing Party's facility, together with a duly authenticated copy of commitment with the Non-Housing Party, and any other papers or documents authorizing detention.

Any person(s) arrested in the Non-Housing Party's County may be transported to the Housing Party's facility at any time by the Non-Housing Party, the Illinois State Police, or any other municipality therein for processing and housing.

The Non-Housing Party will provide all available information for each prisoner to be housed at the Housing Party's facility to the Housing Party preceding or accompanying the transport of the Non-Housing Party's prisoner to the Housing Party's facility. This information must include a summary of the prisoner's personal history, behavior and health records. The Housing Party shall return this information to the Non-Housing Party upon the release of said prisoner from the Housing Party's facility. However, a copy of all such records will be made and will remain the property of the Housing Party.

It is further expressly agreed by and between the Parties that all Non-Housing Party prisoners and detainees held in the Housing Party's facility pursuant to this Agreement may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from the Non-Housing Party's Sheriff, or their designee, except for emergency medical treatment.

The Housing Party shall, at no additional expense to the Non-Housing Party, comply with all writs and other valid process, including the transportation of the Non-Housing Party's prisoners and

detainees within the Housing Party's County. However, if the writ is issued for the prisoner's appearance in the Non-Housing Party's Circuit Court or in any other jurisdiction outside of the Housing Party's County, the Non-Housing Party shall provide all transport therefore at no additional expense to the Housing Party.

7. PAYMENT

As consideration for the foregoing, the Parties hereby agree to the following:

- a. If the Non-Housing Party's prisoner is housed in the Housing Party's facility, the Housing Party shall bill the Non-Housing Party at the following rate:
 - i. For prisoners and detainees housed in the Housing Party's facility at any time from the effective date of this Agreement through November 30, 2024 of this Agreement, the billing rate shall be Seventy-Five Dollars and Zero Cents (\$75.00) per calendar day per prisoner housed at the Housing Party's facility.
 - ii. For prisoners and detainees housed in the Housing Party's facility at any time after November 30, 2024 of this Agreement, the billing rate shall be Seventy-Eight Dollars and Zero Cents (\$78.00) per calendar day per prisoner housed at the Housing Party's facility.
- b. For the purpose of this Agreement, if the Non-Housing Party's prisoner or detainee is held at the Housing Party's facility for any portion of a given day, the prisoner shall be considered held for a whole calendar day for billing purposes.
- c. All billing records and evidence of services performed as may be reasonably required by the Non-Housing Party shall be supplied by the Housing Party.
- d. The Housing Party shall submit monthly invoices to the Non-Housing Party citing the number of utilized beds at the applicable daily rate set forth above. Invoices may be sent by U.S. mail or via email to the Non-Housing Party's Sheriff or their designee. Invoices are to be paid to the Housing Party within a reasonable time after their receipt but no later than sixty (60) calendar days from the date the invoice is dated and sent. Failure of the Non-Housing Party to so remit payment in a timely manner shall constitute a breach of this Agreement and will constitute cause for early termination of the Agreement.
- e. During consideration of any Agreement extension(s) at the expiration of the term of this Agreement, a cost increase of the CPI or five-percent (5%), whichever is lower, shall be in place.

8 MEDICAL CARE

The Housing Party shall provide all reasonable and necessary medical, dental and psychological care to all Non-Housing Party prisoners and detainees in the Housing Party's facility. Reasonable and necessary care is that which is required by applicable law. In any event, the Housing Party shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other prisoners and detainees confined in the Housing Party's facility.

It is expressly agreed by and between the Parties hereto that hospitalization, including ambulance transport, and non-routine medical, psychological, and dental care that cannot be provided in-house, including prescriptions, or any such prisoner or detainee care where such hospitalization, including ambulance transport, and non-routine medical, psychological, and dental care that cannot be provided in-house, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the Housing Party will be the financial responsibility of the Non-Housing Party. In consideration therefore, the Non-Housing Party shall pay to the Housing Party the costs of medical care and attention for the Non-Housing Party's prisoners and detainees, if such medical care is not billed directly by the medical provider to the Non-Housing Party. At the time of mandated medical care or as soon thereafter as possible, the Housing County's Sheriff or designee shall notify the Non-Housing Party's Sheriff or designee, of the mandated medical care and the name of the medical care provider. If a Non-Housing Party's prisoner is admitted for in-patient services, the Housing Party will provide two corrections officers to guard each prisoner during the time of such in-patient care. The Housing Party will bill the Non-Housing Party for the median base hourly rate of the correction officer(s) (to include additional overtime rates if necessary) at a rate of Forty-Three Dollars and Twenty-Five Cents (\$43.25) per hour. The aforementioned rate is subject to annual review provided for in section 13 of this Agreement.

9 MERITORIOUS GOOD TIME

It is expressly agreed by and between the Parties hereto, that all good time to be awarded to any Non-Housing Party's prisoner in the Housing Party's facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 *et seq.*, and all sentence computations for the Non-Housing Party's prisoners and detainees serving sentences and confined in the Housing Party's facility will be prepared by the Non-Housing Party's Sheriff or their designee.

10 DOCUMENTATION AND ESCAPE OF PRISONER

The Housing Party agrees to document fully and to prepare an incident report on the Housing Party's customary forms regarding unusual or notable occurrences involving the Non-Housing Party's prisoners and detainees in the Housing Party's facility including but not limited to: the use of force by one or more of the Housing Party's employees; loss of property; fire; prisoner misconduct; the prisoner's escape or attempted escape; criminal activity involving the prisoner; or the prisoner's death or suicide attempt. These reports will be forwarded immediately to the Non-Housing Party's Sheriff or their designee. The Non-Housing Party acknowledges and understands

that they will only receive reports regarding the Non-Housing Party's prisoners and detainees that would be prepared by the Housing Party in the normal course of business.

In the case of the escape or attempted escape of a Non-Housing Party's prisoner confined in the Housing Party's facility, the Housing Party's Sheriff or their designee shall notify the Non-Housing Party's Sheriff or their designee promptly and use all reasonable means to recapture the prisoner. The escape of a Non-Housing Party's prisoner must be reported immediately by telephone to the Non-Housing Party's Sheriff or their designee. The date of such escape and the return to custody must be reported in writing to the Non-Housing Party's Sheriff or their designee within forty-eight (48) hours.

11 RULES AND REGULATIONS

It is agreed by and between the Parties hereto that all Non-Housing Party prisoners and detainees transferred to the Housing Party's facility under this Agreement are subject to the rules and regulations of the Housing Party's facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the Non-Housing Party's facility while the Non-Housing Party's prisoners and detainees are in the custody of the Housing Party.

12 INDEMNIFICATION

The Housing Party shall be responsible for and shall indemnify, defend and hold harmless the Non-Housing Party and the Non-Housing Party's agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any Non-Housing Party's prisoner arising out of any act or omission of the Housing Party and/or the Housing Party's agents, employees, or servants thereof relating to the prisoner's care, custody, supervision, or transport of any Non-Housing Party's prisoner while in the custody of the Housing Party.

The Non-Housing Party shall be responsible for and shall indemnify, defend and hold harmless the Housing Party and the Housing Party's agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any Housing Party's prisoner arising out of any act or omission of the Non-Housing Party and/or the Non-Housing Party's agents, employees, or servants thereof.

It is further agreed that all employee benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment, facilities, clothing and certain medical expenses of the Housing Party and the Housing Party's agents or employees which may result from the presence of the Non-Housing Party's prisoners and detainees in the Housing Party's custody shall be the responsibility of the Housing Party.

During the term of this Agreement, the Housing Party shall maintain general liability insurance of at least one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella of nine (9) million dollars. Certificates of such insurance detailing the coverage therein shall be available to the Non-Housing Party upon execution of this Agreement.

Alternatively, a self-insurance reserve of one (1) million dollars with excess coverage of twenty (20) million dollars is acceptable if the Housing Party self-insures.

Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification and insurance provisions.

13 TERM

This Agreement shall become effective upon the date of acceptance by all parties hereto (hereinafter referred to as the “effective date”). The initial terms of this Agreement shall be for a period of four (4) years commencing upon the Agreement’s effective date.

During the initial year of the Agreement, a quarterly review of the Agreement, to include considerations of unexpected costs, logistical, and operational concerns, shall be conducted with the Housing Party’s Sheriff and the Non-Housing Party’s Sheriff and their designees. In each year following, an annual review of the Agreement shall be conducted in the second half of each calendar year with the Housing Party’s Sheriff and the Non-Housing Party’s Sheriff and their designees.

A minimum of at least one (1) year prior written notice of early termination of the Agreement by Housing Party to the Non-Housing Party’s Sheriff shall be required for the duration of the Agreement.

14 AMENDMENT, MODIFICATION AND REMOVAL

This Agreement may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed at least thirty (30) calendar days prior to the expiration date for a period not to exceed one year for each renewal.

15 APPLICABLE LAW

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them, shall be Kane County, Sixteenth Judicial Circuit, State of Illinois.

16 PRISON RAPE ELIMINATION ACT

The Housing Party must post a Prison Rape Elimination Act brochure/bulletin in each housing unit of its facility where the Non-Housing Party's prisoners and detainees are located. The Housing Party must abide by all relevant PREA regulations.

17 FINAL AGREEMENT OF PARTIES

This writing constitutes the final expression of the Agreement of the Parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof.

No modification shall be binding upon the parties hereto unless the same be in writing signed by and appropriately executed by all Parties.

18 NOTICES

All notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. In the case of notice to Kendall County, with a copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville Illinois, 60560. In the case of notice to Kane County, with a copy sent to: Kane County State's Attorney, 100 South 3rd Street, 3th Floor, Geneva, Illinois 60134.

19 AUTHORIZATION

The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against both.

20 SEVERABILITY CLAUSE

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement, and the remaining provisions shall continue in full force and effect to the fullest extent possible.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Parties.

KANE COUNTY, ILLINOIS

By: _____

Date: _____

Kane County Board Chairman
Kane County Government Center
719 Batavia Avenue, Building A
Geneva, Illinois 60134

By: _____

Date: _____

Kane County Sheriff
37W755 Illinois Route 38
St. Charles, Illinois 60175

KENDALL COUNTY, ILLINOIS

By: _____

Date: _____

Kendall County Board Chairman
111 West Fox Street Yorkville,
Illinois 60560

By: _____

Date: _____

Kendall County Sheriff
Kendall County Sheriff's Office 1102 Cornell Lane
Yorkville, Illinois 60560

**ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF KENDALL AND THE COUNTY OF KANE TO PROVIDE
JUVENILE DETENTION SERVICES**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois constitution of 1970; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KENDALL is authorized to establish, support and maintain a detention home responsible for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF KENDALL is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide; and

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT and the DESIGNATED PROBATION or DETENTION OFFICER are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF KENDALL may expend tax receipts for detention services purchased through agreement with the COUNTY OF KANE (55 ILCS 75/9.3)

WHEREAS, on December 1, 2020, the COUNTY OF KENDALL entered into an agreement with the COUNTY OF KANE to provide temporary custody, specifically housing and detention services for minors authorized by the COUNTY OF KENDALL

NOW, THEREFORE BE IT RESOLVED, that the AGREEMENT BETWEEN the COUNTY OF KANE and the COUNTY OF KENDALL, signed and enacted on December 1, 2020, be amended as follows:

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, KENDALL COUNTY agrees to provide compensation to KANE COUNTY for the following detention services:

- (a) Per Diem fee: The amount of \$195.00 per day, per minor for occupied detention beds. KANE COUNTY shall provide an invoice to KENDALL COUNTY by the tenth day of the month reflecting services provided during the previous month. KENDALL COUNTY shall remit payment within 60 days after receipt of such invoice.

- (b) Transport fees: Any out-of-building transport provided by KANE COUNTY for KENDALL COUNTY will be in the amount of \$100 per hour; if the transport occurs on a holiday, the rate will be \$150 per hour. Transport to IDJJ will require a flat rate of \$100.
- (c) Medical fees: KENDALL COUNTY will reimburse KANE COUNTY for all lab fees, X-rays and prescription medications.
- (d) Intake Physical Examination fee: A one-time fee of \$100 will be assessed for each physical for KENDALL COUNTY minors.
- (e) Mental Health fees: All mental health assessments and clinical contacts performed by the JJC’s licensed psychiatric professional will be subject to a fee of \$100 per contact.
- (f) Detention screening fees: In the event that KANE COUNTY provides intake screening services for KENDALL COUNTY, a fee of \$100 will be assessed per KENDALL COUNTY minor.
- (g) Virtual Appearance fees: In the event that KANE COUNTY provides services for virtual court appearances, counseling or therapy appointments, a fee of \$50 will be assessed per professional contact.
- (h) Property Damage fees: In the event that a minor from KENDALL COUNTY damages property owned by KANE COUNTY, KENDALL COUNTY will directly reimburse KANE COUNTY for the cost of replacing damaged property. KANE COUNTY shall provide KENDALL COUNTY with the police report and repair estimate for each incident.

All other terms of the agreement will remain in effect until the expiration of the agreement on December 1, 2023.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of KENDALL COUNTY and the KANE COUNTY.

KANE COUNY

 Madam Chair, Kane County Board
 719 S. Batavia Avenue
 Geneva, Illinois 60134

Date: _____

KENDALL COUNTY

 County Board Chairman
 111 W. Fox Street
 Yorkville, IL 60560

Date: _____

THIS DOCUMENT WAS PREPARED BY:

Lisa A Coffey, Assistant State's Attorney
Kendall County State's Attorney
807 W. John Street
Yorkville, Illinois 60560

MAIL RECORDED DOCUMENT TO:

Lisa A Coffey, Assistant State's Attorney
Kendall County State's Attorney
807 W. John Street
Yorkville, Illinois 60560