



**Kendall County Board Agenda**  
**Adjourned September Meeting**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Room 209, Yorkville, IL 60560**  
**Tuesday, February 6, 2024 at 6:00pm**

1. Call to Order
2. Pledge of Allegiance
3. Invocation  
Derek Johnsen- Youth Pastor Harvest Chapel, Sandwich Illinois
4. Roll Call:
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
  - A. Approval of Standing Committee Minutes (Pg. 2)
  - B. Approval of Claims in an amount not to exceed \$1,833,430.59 from 1/31/24
  - C. Approve Chicago HIDTA Crime Gun Intelligence Center Analyst Contract with Kendall County as the Fiduciary Agent effective February 1, 2024, through February 2, 2025, in the annual amount of \$80,000.00 with an annual increase as set by congress for cost of living.
  - D. Approve Chicago HIDTA Crime Gun Intelligence Center Analyst Contract with Kendall County as the Fiduciary Agent effective February 1, 2024, through February 2, 2025, in the annual amount of \$80,000.00 with an annual increase as set by congress for cost of living.
  - E. Approval of Court Administrator salary increase in the amount of \$5,000 from General Fund 11001515 and \$5,000 Stipend from Law Library Fund 132415
  - F. Approval of Ordinance Abating the Taxes levied for the Year 2023 Payable 2024 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois (Pg. 11)
  - G. Approval of a Resolution Authorizing Agreement with Kendall County Children's Advocacy Center for Purposes of NCA (National Children's Alliance) Accreditation (Pg.13)
10. Old Business
11. New Business
  - A. Approval of Resolution to Appoint Judges of Election (Pg. 16)
12. Elected Officials and Department Reports
13. Standing Committee Reports
14. Special Committee Reports
  - A. Connect Kendall County Commission - Approval of Pivot Tech Services Agreement (Pg.17)
15. Liaison Reports
16. Other Business
17. Chairman's Report  
**Appointments**  
Jason Bragg (Primary) - KenCom Executive Board (Oswego Fire District)  
Josh Flanders (Alternate) - KenCom Executive Board (Oswego Fire District)
18. Public Comment
19. Questions from the press
20. Executive Session
21. Adjournment

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



**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Thursday, December 14, 2023 at 4:00 PM  
Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The Committee of the Whole meeting was called to order at 4:02pm by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

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

**With 8 members present a quorum was established.**

**Staff Present:** County Administrator Christina Burns, Deputy County Administrator Latreese Caldwell, HR Director Leslie Johnson, Facilities Management Director Dan Polvere, Facilities Management Assistant Director Luke Prisco, and Assistant States Attorney Jim Webb

**Others Present: Ethan Kruger**

**Approval of Agenda –**

Member Debolt made a motion to approve the agenda, second by Member Koukol. **With 8 members present voting aye, the motion was carried by a vote of 8- 0.**

**Approval of Claims** – Motion made by Member Bachmann, second by Member Rodriguez to forward claims to the next County Board meeting.

**With 8 members present voting aye, the motion was carried by a vote of 8- 0.**

**New Committee Business –**

- A. Approval of Revised Section 8.1 (Personal and Banked Sick Leave Policy)**

Mrs. Johnson presented to the board the Paid Leave Act that becomes effective on January 1, 2024. The act requires employers to provide 40 hours of paid leave to full time employees per 12-month period and a pro-rata amount to part time, seasonal, and temporary employees. Kendall County currently offers paid leave for full-time and part-time employees only. The revised Personal and Banked Sick Leave Policy provides personal leave to full-time employees, part-time employees, temporary and seasonal employees.

**Motion made by Member Rodriguez, second by Member Peterson to forward to the next County Board meeting.**

### **B. Approval of Ordinance Regarding Paid Leave for Workers Act**

Section 15(p) of the Act and IDOL proposed rules also state, the Act does not apply to an employer who is covered by a municipal or county ordinance that is in effect before January 1, 2024, if the ordinance provides paid leave benefits that are equal or greater to what is required by the Act. Unlike the “qualified pre-existing paid leave policy” exception, a local Ordinance can also provide the employer with the flexibility to amend its policies after January 1, 2024, without destroying its exempt status under the Act.

Staff recommendation is to (1) Revise Section 8.1 - Personal and Banked Sick Leave Policy and (2) Ordinance regarding paid Leave for Workers Act for Approval at the December 19, 2023, County Board Meeting. It was consensus of the Committee to forward both items to County Board for approval.

**Motion made by Member Bachmann, second by Member Rodriguez to forward to the next County Board meeting.**

### **C. COB 2 Construction Update/Contingency**

Rick Krischel updated the Committee on construction progress for County Office Building II. Construction work is on target to complete the shell of the building before Christmas. For the upcoming week, the roofers are scheduled to do the ice and water shield on the west half of the building and follow up on the east half by the end of the week. Mechanical work will also begin soon.

Contingency reduction No. 3 includes additional costs for temporary heating to the new building during construction and costs associated with completion of the two parking lots. The total request for Contingency Reduction No. 3 is \$6,580 with revised contract amount.

**Motion made by Member Debolt, second by Member Peterson to forward to the next County Board meeting.**

### **Old Committee Business-**

None

### **Department Head and Elected Officials Reports –**

A. Facilities Management Project Update

Facilities Management Assistant Director, Luke Prisco, updated the Committee on the completion of the replacement of the two water boilers located at the Public Safety Center along with the Universal Power Supply (UPS) with a switchover to new units on January 10.

Facilities staff developed a spreadsheet to track County wide aging of critical equipment by facility (spreadsheet in packet). Items highlighted in green are in good condition, yellow indicates additional wear age or potential issue with repair, and red indicates the equipment is passed its useful lifespan or replacement parts are unavailable. Staff will continue to track equipment to help prepare for replacement as needed.

**Public Comment –**

None

**Questions from the Media –**

None

**Chairman’s Report –**

**Boards and Commission Re-Appointments:**

Audra Hendrix – Ethics Commission – 2-year term – December 2025

Crystal Steinbach - Ethics Commission – 2-year term -December 2025

Russ Corneils - Ethics Commission - 2-year term – December 2025

Claire M. Wilson – Regional Plan Commission (Seward Twp) - 3-year term December 2026

Dr. John Gleason – Board of Health – 3-year term- December 2026

**Action Items for County Board –**

A. Claims

B. Approval of Revised Section 8.1 (Personal and Banked Sick Leave Policy)

C. Approval of Ordinance Regarding Paid Leave for Workers Act

D. Contingency Reduction – Lite Construction: \$2,139,908 (\$6,000 increase, \$630 reduction), Plainfield Grading: \$50,412 (\$825 reduction), Abbey Paving: \$407,555 (\$2,035 increase)

**E. Boards and Commission Re-Appointments:**

Audra Hendrix – Ethics Commission 2-year term – December 2025

Crystal Steinbach - Ethics Commission 2-year term -December 2025

Russ Corneils - Ethics Commission 2-year term – December 2025

Claire M. Wilson – Regional Plan Commission (Seward Twp) 3-year term – December 2026

Dr. John Gleason – Board of Health 3-year term- December 2026

**Executive Session-** For the purpose of (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase

in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act.

**Member Peterson made a motion, seconded by Rodriguez, to go into Executive Session for the purpose of. Chairman Kellogg called the roll call.**

Brian Debolt	Yes
Zach Bachmann	Yes
Elizabeth Flowers	-----
Matt Kellogg	Yes
Scott Gengler	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Seth Wormely	Yes
Brooke Shanley	-----
Jason Peterson	Yes

**With a roll call vote of all ayes, the Committee went into Executive Session at 4:38pm**

**The Committee came out of Executive Session at 4:58pm.**

**Adjournment** – Member Gengler made a motion to adjourn the meeting, second by Member Debolt. **With 8 members present voting aye, the meeting adjourned at 4:58p.m.**

Respectfully Submitted,

Nancy Villa  
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**FINANCE & BUDGET COMMITTEE**  
**Meeting Minutes for Thursday, December 28, 2023**

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**Call to Order** – Committee Chair Scott Gengler called the Finance & Budget Committee to order at 4:00 p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg	Here		
Jason Peterson	Absent		
Seth Wormley	Here		

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

**Staff Present** – Christina Burns, Latreese Caldwell, Jennifer Breault, Jason Majer, Judge Krentz

**Approval of Agenda** – Member Kellogg made a motion to change the agenda order; moving item 10 to after item 5 on the agenda, second by Member DeBolt. **With four members present voting aye, the motion carried by a vote of 4-0.**  
Then:

Member DeBolt made a motion to approve the agenda as amended, second by Member Wormley. **With four members voting aye, the motion carried by a vote of 4 -0**

**Approval of Claims** – Member DeBolt made a motion to forward the approval of the claims to the next County Board meeting, second by Member Kellogg. **With four (4) members present voting aye, the motion carried by a vote of 4-0.**

**Committee Reports and Updates**

- A. **Personnel Reports** – No report was provided to the committee this month.
  
- B. **ARPA Update** – Jennifer Breault updates the committee on the ARPA fund balance for the end of FY 2023, the fund has an approximate balance of \$2.8M (pg. 2 of pkt.) She directed them to page 3 for potential projects for FY 2024. A question was asked regarding the Broadband project and the money that has been provided. Ms. Burns stated that Kendall County has paid money to Pivot Tech the consultant on this project, approximately \$230,000 thus far.

**Executive Session**

Member Kellogg made a motion to enter into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. Member DeBolt seconded the motion. Chair Gengler asked for a voice vote on the motion. **With four (4) members present voting aye. Motion Carried.**

Reconvened to Open Session at 4:23 p.m.

### **New Committee Business**

#### **A. Discussion and Approval of FY2024 Opioid Applications**

Jennifer Breault directed the committee to page 4 of packet for the Opioid FY23 fund balance. Going forward into FY24 it had been previously decided by this committee that Offices/ Departments seeking these funds must submit an application to be reviewed by the committee. The Public Defender and the Health Department have submitted applications, and they can be found in the packet on Pages 5 - 14 for review by the committee. Attorney Jason Majer is asking for \$8000 for the Public Defender's office to attend the convention for National Association of Drug Court Professionals. The funds will be used for the four-day conference/training for two Attorneys to attend. It was the consensus of the committee to approve the funds for the Public Defender's office for the purpose stated above. After the committee discussed the application, it was a consensus that the Health Department's application be tabled at this time. The would like to acquire additional information from the Executive Director/Public Health Administrator at the next Finance & Budget Committee meeting in January.

Member DeBolt made a motion for Approval of FY2024 Opioid Application for the Public Defender's Office, second by Member Wormley. **With four (4) members present voting aye, the motion carried 4-0.**

#### **B. Discussion and Approval of Case Management Software and Digital Evidence Storage Programs**

Public Defender Jason Major presented to the committee a request for Case Management Software and Digital Evidence Storage (pg. 15-58). Due to the increase in caseloads and the impact of digital evidence, including but not limited to body worn cameras, squad videos, audio and video recorded interviews/interrogations, the Public Defender's office is in need of a formal case management system to accurately track their caseloads and conflicts as well as a way to store and easily access/search discovery and audio/video recordings. He is asking for approval of two contracts; one with Karpel Solutions and the other with Axon Enterprise. The two programs will work together to achieve these goals. He did receive a grant from the State of Illinois in the amount of \$98,000, which he will use for the upfront costs, he is asking for the funding of the yearly costs. The committee is asking that the Public Defender work with the IT department to be sure there is no undo strain on the IT system.

Member DeBolt made a motion for Approval of Case Management Software and Digital Evidence Storage Programs to be forwarded to the next County Board meeting under Finance, second by Member Wormley. **With four (4) members present voting aye, the motion carried 4-0.**

**Old Committee Business** – None

**Public Comment** – None

**Items for County of the Whole** – None

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

- Approval of Claims
- Approval of Case Management Software and Digital Evidence Storage Programs under Finance

**Adjournment** – Member Kellogg made a motion to adjourn the Finance and Budget Committee meeting, second by Member DeBolt. **With four members present voting aye; the meeting was adjourned at 5:00 p.m. by a vote of 4 -0.**

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



**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Thursday, January 11, 2024, at 4:00 PM  
Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The Committee of the Whole meeting was called to order at 4:02pm by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Here		
Brian DeBolt	Here		
Elizabeth Flowers		4:20pm	
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Here		
Brooke Shanley	Here		
Seth Wormley	Absent		

**With 7 members present a quorum was established.**

**Staff Present:** County Administrator Christina Burns, Deputy County Administrator Latreese Caldwell, HR Director Leslie Johnson, Facilities Management Director Dan Polvere, Facilities Management Assistant Director Luke Prisco, and Assistant States Attorney Jim Webb

**Others Present:** Ethan Kruger (WSPY), Rick Krischel (Cordogan Clark)

**Approval of Agenda** – Member Gengler made a motion to amend the agenda. Items A & B will be D & C. Member Rodriguez seconded the motion. **With 8 members present voting aye, the motion was carried by a vote of 8-0.**

**Approval of Minutes-** Member Debolt made a motion to approve the December 14, 2023, Committee of the Whole minutes, Seconded by Member Gengler. **With 8 members present voting aye, the motion was carried by a vote of 8-0.**

**Approval of Claims** – Motion made by Member Shanley, seconded by Member Bachmann to forward claims to the next County Board meeting. **With 8 members present voting aye, the motion was carried by a vote of 8 - 0.**



**New Committee Business –**

A. **\*UPDATE:** COB II Construction

Rick Krischel updated the Committee on the construction of the County Office Building II. Work continues to be on target. Mr. Krischel reports that the mechanical, electrical, plumbing, and fire protection are ahead of schedule. Temporary heat is up and running inside the building. Workers have started sheathing the roof and will continue as weather permits. Windows will be installed soon along with drywall. The Committee discussed scheduling a tour at the next COW meeting.

B. **\*MOTION (Forward to County Board):** Approval of Contingency Reduction No. 4 – Lite Construction: \$2,141,504 (\$1,596 increase) Plainfield Grading \$612,412 (\$13,463 + \$98,573 increases) Midwestern Concrete: \$32,000 (\$32,000 increase)

Contingency reduction no 4 includes costs additional temporary construction fence, necessary grading undercuts in both the West and South parking lots and concrete work associated with the ramp vs stair adjacent to the old firehouse.

Member Debolt made a motion to forward to County Board seconded by member Peterson.

**With 8 members present voting aye, the motion was carried by a vote of 8- 0.**

Scott Gengler	Yes
Zach Bachmann	Yes
Brian Debolt	Yes
Dan Koukol	Yes
Jason Peterson	Yes
Ruben Rodriguez	Yes
Brooke Shanley	Yes
Matt Kellogg	Yes
Elizabeth Flowers	Yes
Seth Wormley	Yes

C. **\*PRESENTATION:** Anti-harassment Training

Human Resources director Leslie Johnson presented the anti-harassment training to the committee. Presentation attached in packet.

D. **\*MOTION (Forward to County Board):** Purchase of Personal Related Property Related to the Acquisition of 101 W. Fox St., Yorkville

Member Debolt made a motion to forward to County Board seconded by member Peterson.

**With 8 members present voting aye, the motion was carried by a vote of 8- 0.**

**Old Committee Business-** None

**Department Head and Elected Officials Reports** – None

**Public Comment** –None

**Questions from the Media** – None

**Chairman’s Report** –

**Appointments**

- Bobby J. Richardson (remaining term of Jim Jensen) - Board of Health - March 2024
- Darin Peterson (Primary) - KenCom Executive Board (Bristol Kendall Fire District)
- Jeremy Messersmith (Alternate) - KenCom Executive Board (Bristol Kendall Fire District)
- Josh Flanders (Primary) – KenCom Executive Board (Oswego Fire District)
- Cliff Fox - Zoning Board of Appeals (Kendall) - 5-year term -January 2029
- Tom Fletcher - Lisbon-Seward Fire District - April 2025

**Action Items for County Board** –

- Claims
- Approval of Contingency Reduction No. 4 – Lite Construction: \$2,141,504 (\$1,596 increase) Plainfield Grading \$612,412 (\$13,463 + \$98,573 increases) Midwestern Concrete: \$32,000 (\$32,000 increase)
- Approval of Purchase of Personal Related Property Related to the Acquisition of 101 W. Fox St., Yorkville
- **Appointments**
  - Bobby J. Richardson (remaining term of Jim Jensen) - Board of Health - March 2024
  - Darin Peterson (Primary) - KenCom Executive Board (Bristol Kendall Fire District)
  - Jeremy Messersmith (Alternate) - KenCom Executive Board (Bristol Kendall Fire District)
  - Josh Flanders (Primary) – KenCom Executive Board (Oswego Fire District)
  - Cliff Fox - Zoning Board of Appeals (Kendall) - 5-year term -January 2029
  - Tom Fletcher - Lisbon-Seward Fire District - April 2025

**Executive Session-** None

**Adjournment** – Member Peterson made a motion to adjourn the meeting, second by Member Flowers. **With 9 members present voting aye, the meeting adjourned at 5:11p.m.**

Respectfully Submitted,

Nancy Villa  
Executive Administrative Assistant

County of Kendall, Illinois

ORDINANCE NO. \_\_\_\_\_

ORDINANCE ABATING THE TAXES LEVIED FOR THE YEAR 2023 PAYABLE 2024 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) SERIES 2016, 2017, AND 2019B OF THE COUNTY OF KENDALL, ILLINOIS.

WHEREAS, the County Board (the “*Board*”) of The County of Kendall, Illinois (the “*County*”), by ordinance adopted:

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

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

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

WHEREAS, on:

The 5<sup>th</sup> day of April, 2016, a duly certified copy of Bond Ordinance 16-05 was filed in the office of the County Clerk of the County (the “*County Clerk*”); also

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

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

WHEREAS, the County has Pledged Revenues (as defined in the Bond Ordinances) available for the purpose of paying debt service on the Bonds heretofore imposed by the 2023 levy; and

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

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2023 payable 2024 to pay the debt service on the Bonds be abated:

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

*Section 1. Abatement of Tax for the Bonds.* The tax heretofore levied for the year 2023 payable 2024 in Bond Ordinances 16-05 \$111,850; 17-21 \$3,001,750 and 19-20 \$264,360 shall be abated in its entirety.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2023 payable 2024 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted this \_\_\_\_ day of February, 2024, by roll call vote as follows:

Ayes:

Nays:

Absent:

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Chairman of the County Board of  
County of Kendall, Illinois

ATTEST:

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County Clerk  
County of Kendall, Illinois

(SEAL)



**RESOLUTION OF THE COUNTY BOARD  
KENDALL COUNTY, ILLINOIS**

***Authorizing Agreement with Kendall County Children's Advocacy Center for  
Purposes of NCA (National Children's Alliance) Accreditation***

WHEREAS, in August of 1989 the Illinois General Assembly passed seminal legislation providing for the creation of Children's Advocacy Centers ("CACs"), finding that the need for CACs accredited throughout the State of Illinois is essential to providing a formal, comprehensive, integrated, and multidisciplinary response to the investigation and disposition of reports of child maltreatment; and

WHEREAS, the Illinois General Assembly further required that every county or group of counties create a Child Advocacy Advisory Board to be made up of representatives from law enforcement within the jurisdiction, Illinois Department of Children and Family Services, the State's Attorney, the Health Department, and any additional members who may be appointed by the Chair of the Advisory Board as is deemed necessary, whose job is to draft written protocols which must be in compliance with the accreditation standards of the National Children's Alliance; and

WHEREAS, the Illinois General Assembly authorized CACs to be funded by any funds, grants and services made available by the State of Illinois and its agencies, the federal government and its agencies, units of local government, or private or civic sources, or in counties that have passed a referendum, via a tax levy sufficient to operate the CAC; and

WHEREAS, the Illinois General Assembly also found and the Kendall County Board concurs that our children are our most precious resource. The protection of children from physical abuse, sexual abuse and exploitation, cruelty and neglect, is at the core of the duties and fundamental responsibilities of the General Assembly and the County and provides the highest compelling interest to create and maintain a system to effectively respond to reports of child maltreatment and protect children from harm; and

WHEREAS, the Kendall County CAC has entered into agreements with various local government entities that are dedicated to the mission of the Kendall County CAC and have committed to provide a level of funding that reflects their proportionate utilization of the center's resources during the investigative process; and

WHEREAS, Kendall County has for seventeen (17) years provided in kind contributions to the Kendall County CAC in the form of office space and utilities and in all years contributed towards the budget; and

WHEREAS, in support of and to ensure compliance with the legislative mandates and to support the mission of the Kendall County CAC, the following agreement between the Kendall County CAC Advisory Board and Kendall County defines the parameters of referral, treatment, coordination and collaboration of services to child victims referred for the presenting factor of sexual abuse, serious physical abuse or trauma. The purpose of coordination is to ensure hope, healing and justice; and

WHEREAS, it is the expectation of Kendall County and the Kendall County CAC Advisory Board that the Kendall County CAC will follow accreditation standards by the National Children’s Alliance (NCA) accrediting body, and any other oversight organization or funding body.

NOW, THEREFORE, BE IT RESOLVED, that the Kendall County Board hereby authorizes the Kendall County Chairman to execute the attached linkage agreement between Kendall County, Illinois, and the Kendall County Children’s Advocacy Center, in substantially the form attached hereto.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Kendall County Board this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Matt Kellogg  
Kendall County Board Chairman

Attest:

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Debbie Gillette  
Kendall County Clerk

Linkage Agreement between  
Kendall County Illinois and the Kendall County Children’s Advocacy Center

The Kendall County CAC Advisory Board, will follow all guidelines, protocols, rules, and other relevant standards that are determined by the Office of the Kendall County State’s Attorney. The Kendall County CAC Advisory Board will conduct meetings that are transparent and open following Robert’s Rules of Order and will supply information in a timely fashion directly to the Office of the State’s Attorney of Kendall County.

Kendall County may advise the Kendall County CAC Advisory Board of additional services that may need to be provided consistent with state statute. The Director of the Kendall County CAC in collaboration with the Kendall County CAC Advisory Board shall review any issue raised by Kendall County and report back to Kendall County its findings in a timely manner.

The relationship of Kendall County and the Kendall County CAC Advisory Board, should be memorialized by signing written documentation annually. The Director of the Kendall County CAC and/or the Chairperson of the Kendall County CAC Advisory Board may be asked to present on an annual basis, the budget for the fiscal year. In addition, Kendall County may ask the Director or Board chairperson for updated information regarding services being provided at any time.

It is the expectation of Kendall County and the Kendall County CAC Advisory Board that the Kendall County CAC will follow accreditation standards by the National Children’s Alliance (NCA) accrediting body, and any other oversight organization or funding body.

\_\_\_\_\_  
Matt Kellogg  
Kendall County Board Chairman

\_\_\_\_\_  
Eric C. Weis  
Kendall County State’s Attorney and  
Chair of the Kendall County CAC Advisory Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

\_\_\_\_\_  
Date

**COUNTY OF KENDALL, ILLINOIS**

**RESOLUTION 2024-\_\_\_\_\_**

**RESOLUTION TO APPOINT JUDGES OF ELECTIONS**

WHEREAS, pursuant to 10 ILCS 5/13-2 the Kendall County Board is responsible for appointing persons to serve as Judges of Election in the various precincts located within Kendall County, Illinois; and

WHEREAS, the Kendall County Clerk, in order to have a sufficient number of working Judges of Election to conduct the March 2024 primary, has compiled the attached “Kendall County 2024 Election Judges List” (Ex. A), to supplement the list of Judges previously appointed and confirmed by the Circuit Court.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that those persons named in the attached Kendall County 2024 Election Judges List (Ex. A) be and are hereby appointed as Judges of Election in their respective precincts to serve in such capacity until successors are appointed and confirmed.

Approved and adopted by the County Board of Kendall County, Illinois, this \_\_\_\_ day of February, 2024.

Board Chairman Signature:

Attest:

\_\_\_\_\_  
Matthew Kellogg, Chairman  
County Board

\_\_\_\_\_  
Debbie Gillette  
County Clerk



## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (this “**Agreement**”) is made and entered into this 27th day of January, 2024, by and between the County of Kendall, a county within the State of Illinois (“**County**”), and Pivot Tech Development Inc., a Delaware corporation (“**Pivot**”).

**WHEREAS**, County issued that certain Request for Proposal, dated April 25, 2023 (the “**Solicitation**”) to provide certain services in connection with a project designed to expand fiber optic connectivity to Kendall County, Illinois, and commonly known as Public-Private Partnership in Providing Fiber to the Home and Internet Services (the “**Project**”);

**WHEREAS**, Pivot, in conjunction with its consortium partners (Aecon Construction US, Inc., Alma Global Infrastructure, Inc., Ciena, Inc., Flexnode, Inc., Mobia, Inc., and Widelity, Inc.), responded to the Solicitation pursuant to that certain Proposal dated June 14, 2023 (the “**Proposal**”);

**WHEREAS**, County has reviewed the Proposal and desires to engage Pivot, subject to the terms of this Agreement, to perform the services set forth in **Exhibit A** (the “**Scope of Services**”) attached hereto in connection with the Project; and

**WHEREAS**, Pivot desires to enter into this Agreement to perform the Scope of Services in connection with the Project subject to the terms of this Agreement; and

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **SECTION 1** **SCOPE OF SERVICES**

**1.1** Pivot shall perform the Scope of Services set forth in **Exhibit A**.

### **SECTION 2** **FEES AND COSTS**

**2.1** **PAYMENT OF FEES AND COSTS**. In full consideration of the Scope of Services to be performed by Pivot, County hereby agrees to pay Pivot the fee set forth below subject to the completion of the Scope of Services, set forth on **Exhibit A** attached hereto. Except as otherwise expressly set forth in this Agreement, Pivot shall not be entitled to any other payments or reimbursements from County in connection with the Scope of Services or any aspect of the pre-construction design phase of the Project.

**2.2** Upon receipt of a copy of the middle mile design and a copy of proof of the filing the Specialized Grant Submission, the County will pay Pivot a total of Two Hundred and Eighty-Eight Thousand Dollars and No Cents (US\$288,000.00) for the Scope of Services rendered, as itemized in **Exhibit A**. County has already paid Pivot One Hundred Fifteen Thousand Dollars and No Cents

(US\$115,000.00) in accordance with the Scope of Services. County shall pay the remaining balance pursuant to the Local Government Prompt Payment Act and in accordance with Section 2.2 and detailed in **Exhibit A**.

**2.3 SERVICES RENDERED OUTSIDE OF SCOPE OF SERVICES**. If Pivot performs any services for the Project outside of the Scope of Services, then Pivot shall perform such service without liability to County and at Pivot’s sole risk.

**SECTION 3**  
**MATERIAL AND REUSE OF DOCUMENTS**

Pivot shall supply County with at least one reproducible copy of all data, job files, test reports, cost control and scheduling data, computer printouts, summaries, memoranda, design files, and other written work, documents, instruments, information, and materials (whether or not completed) generated or prepared by Pivot in connection with the Scope of Services rendered hereunder at County’s request during the term of the Agreement, upon termination and payment by County of Pivot’s final Invoice. The final work product of all such materials (e.g., signed and sealed plans and specifications which record design in written format; studies; analyses; and so forth), along with all formal correspondence between Pivot and County concerning the Project (e.g., letters, tapes, memoranda, etc.) shall be the sole property of County. All materials described above shall be retained by Pivot for the statutory period required under applicable law. Furthermore, County may reuse them at no additional cost, and County shall be vested with all rights of whatever kind and however created that may be in existence thereto. The design, plans, drawings and specifications shall be a “work made for hire,” and County shall be vested with all rights of ownership therein.

**SECTION 4**  
**NOTICES**

**All notices required under this Agreement shall be in writing, and shall be given by email and confirmed United States mail, postage prepaid, addressed as follows:**

To Pivot:  
James Cannon, CEO  
Pivot-Tech Development, Inc.  
6674 East 118th Ct.  
Thornton, CO 80233

Email: [jim@pivot-tech.io](mailto:jim@pivot-tech.io)  
[john@pivot-tech.io](mailto:john@pivot-tech.io)  
[michael@pivot-tech.io](mailto:michael@pivot-tech.io)

To County:  
Christina Burns  
County Administrator of Kendall County, Illinois  
111 West Fox Street, Yorkville, IL 60560

Email: [cburns@kendallcountyil.gov](mailto:cburns@kendallcountyil.gov)

Eric Weis  
State’s Attorney of Kendall County, Illinois  
807 West John Street  
Yorkville, IL 60560

Email: [eweis@kendallcountyil.gov](mailto:eweis@kendallcountyil.gov)

Either party may change its address, by written notice to the other party given in accordance with the provisions hereof.

**SECTION 5**  
**INDEMNIFICATION AND INSURANCE**

**5.1 INDEMNIFICATION.**

(a) Pivot shall indemnify and hold harmless County, its employees and officers, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney’s fees, to the extent caused by the gross negligence, recklessness, or intentional wrongful misconduct of Pivot.

**5.2 INSURANCE.**

(a) **Required Insurance.** Pivot shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect Pivot from claims of the nature that are detailed below, that may arise out of, or result from, Pivot’s operations, performance, or Scope of Services, or all of these things, or any of these things in combination (“**PIVOT’s Operations**”), whether Pivot’s Operations are by Pivot, any of its agents or subcontractors, or anyone for whose act or acts it may be liable:

- (i) claims under Worker’s Compensation, disability benefit, or other (similar) employee benefit acts;
- (ii) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- (iii) claims for damages for personal injury; and
- (iv) claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

(b) **Insurance Limits.** The insurance shall be written for not less than the limits of liability specified below, or such limits required by law, whichever is greater:

<u>Type of Insurance</u>	<u>Required Coverages</u>
(i) Worker’s Compensation; Employer’s Liability	Illinois statutory limit \$500,000 per accident

<u>Type of Insurance</u>	<u>Required Coverages</u>
(ii) Comprehensive General Liability:	\$1,000,000 per occurrence
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Bodily Injury, Personal Injury and Property Damage	\$1,000,000 combined single-limit per occurrence and aggregate
(iii) Business Automobile Liability	\$1,000,000 per occurrence

(c) **Errors and Omissions Policy.** Pivot shall require the architect or engineer of record, as applicable, and other design professionals to purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000.

(d) **Insurance Administration.** Insurance certificates, in form and content acceptable to County, evidencing all insurance coverages referred to in this Section, shall be delivered to County before Pivot commences rendering the Scope of Services under this Agreement. The insurance certificates shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to County. It is also understood and agreed that it is Pivot’s sole burden and responsibility to coordinate activities between itself, County, and Pivot’s insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits described in this Section.

(e) **County As Additional Insured.** County shall be listed as an additional insured on all insurance coverages required by this Agreement, except Worker’s Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Scope of Services shall memorialize that Pivot or Pivot’s subcontractor’s (“**Primary Insureds**”) insurance, shall apply on a primary basis, and that any other insurance maintained by County shall be in excess of and shall not contribute to or be commingled with the Primary Insureds’ insurance. Where County has been named as an additional insured, Pivot shall include the provisions of this Subsection in its subcontractors’ contracts at all tiers and the Primary Insureds’ insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or the additional insured in the same manner as if separate policies had been issued to each.

(f) **County’s Right to Inspect Policies.** Pivot shall, upon thirty (30) days’ written request from County, deliver copies to County, or make copies available for County’s inspection, of any or all insurance policies that are required in this Agreement. If Pivot fails to deliver or make such copies available to County; or, if Pivot fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if Pivot fails in any other regard to obtain coverage

sufficient to meet the terms and conditions of this Agreement; then County may, at its sole option and as its sole remedy, terminate this Agreement for cause pursuant to the terms and conditions.

(g) **Notifications**. Pivot acknowledges, understands, and agrees that it shall give prompt and prior written notice to County that any insurance policy defined or contemplated has lapsed, its limits have been reduced below the amounts required hereunder or such policy has otherwise been terminated.

**SECTION 6**  
**MISCELLANEOUS PROVISIONS**

**6.1 LOCAL, STATE AND FEDERAL OBLIGATIONS.**

(a) **Compliance with Law**. Pivot and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, mandatory guidelines, and mandatory directions, which may pertain or apply to the Scope of Services that may be rendered hereto. Pivot shall also require, by contract, that all subcontractors at all tiers comply with the terms hereof.

(b) **Licenses**. Pivot shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for Pivot to render the Scope of Services or Work. Pivot shall also require all of its subcontractors at all tiers to comply by contract with the provisions of this Subsection.

**6.2 PIVOT NOT AGENT OF COUNTY**. Pivot is not authorized to act as County’s agent hereunder and shall have no authority, expressed or implied, to act for or bind County hereunder, either in Pivot’s relations with its subcontractors at all tiers or in any other manner whatsoever except as elsewhere provided for in this Agreement.

**6.3 ASSIGNMENT**. County has selected Pivot to render the Scope of Services based in substantial part on the personal qualifications of Pivot and its consortium members; as such, Pivot may not assign or transfer any right or obligation under this Agreement in whole or in part, without the prior written consent of County, which consent may be granted or withheld in the sole discretion of County. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of Pivot, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Agreement subject to the consent of County. Pivot may utilize subcontractors and/or consortium members as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Agreement without the prior written consent of County shall be void, *ab initio*, and shall not release Pivot from any liability or obligation under the Agreement or cause any such liability or obligation to be reduced to a secondary liability or obligation.

**6.4 SUBCONTRACTOR CONTRACTS**. Pivot shall provide a copy of all relevant provisions of this Agreement to all subcontractors hired by it, or for which it may have

management responsibilities and shall inform all subcontractors at all tiers that the Scope of Services performed hereunder shall strictly comply with this Agreement's terms. Pivot shall also furnish County, upon demand, with a copy of all of the subcontractors' at all tiers contracts.

**6.5 ENTIRE AGREEMENT.** This Agreement, including the Exhibits hereto, constitutes the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document.

**6.6 AMENDMENT.** This Agreement may be amended or modified only by a written instrument duly authorized and executed by the parties.

**6.7 VALIDITY.** The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Illinois, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

**6.8 HEADINGS.** The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

**6.9 TIMELINES.** County and Pivot acknowledge and understand that time is of the essence in this Agreement.

**6.10 COUNTY DELAY.** Whenever County is required to perform an action by a deadline under this Agreement, the failure on the part of County to timely perform such action on or prior to such deadline shall constitute a "**County Delay**", and all obligations of Pivot thereafter shall be extended without the requirement of any further action on the part of any party hereto on a day-for-day basis for each day beyond the applicable deadline for County until the date that County performs such action required under this Agreement. Pivot shall use commercially reasonable efforts to provide written notice to County upon the occurrence of a County Delay, but any failure on the part of Pivot to deliver written notice of a County Delay shall not negate or otherwise abridge the period of extension attributable to the County Delay.

**6.11 FORCE MAJEURE.** Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended without the requirement of any further action on the part of any party hereto on a day-for-day basis equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control ("**Force Majeure Delay**"); provided, however, nothing contained in this Section shall excuse County from the prompt payment of any amounts due from County under this Agreement. Upon the occurrence of a Force Majeure Delay, either party may provide written notice to the other party of such Force Majeure Delay, but the failure to

deliver written notice of the Force Majeure Delay shall not negate or otherwise abridge the period of extension attributable to the Force Majeure Delay.

**6.12 RIGHTS CUMULATIVE; NO WAIVER.** Except as expressly set forth herein, no right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of a default hereunder. The failure of either party hereto to insist, at any time, upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

**6.13 DISCRIMINATION.** Pivot covenants and agrees that, 1) in the furnishing of the Scope of Services to County hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and 2) Pivot shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, County shall have the right to terminate this Agreement..

**6.14 GOVERNING LAW.** The parties mutually acknowledge and agree that this AGREEMENT shall be construed in accordance with the laws of the State of Illinois.

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

**6.16 CONFLICT OF INTEREST.** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Pivot or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Pivot or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

**6.17 VENDOR INFORMATION REPORTING.** In accordance with 35 ILCS 200/18-50.2, Pivot shall notify County, in writing, (1) whether Pivot or any of its subcontractors is a minority-

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

**SIGNATURE PAGE FOLLOWS**

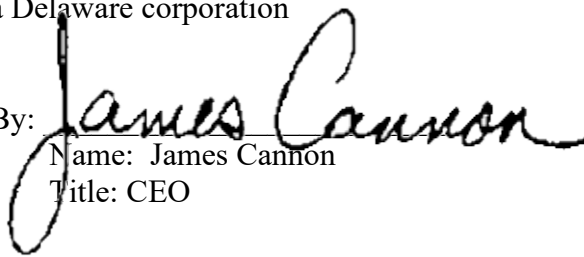


**IN WITNESS WHEREOF**, the authorized signatories named below have executed this AGREEMENT on behalf of the parties as of the date first set forth above.

**COUNTY OF KENDALL, ILLINOIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Pivot-Tech Development Inc.,  
a Delaware corporation

By:   
Name: James Cannon  
Title: CEO

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE  
COUNTY OF Kendall, Illinois.**

\_\_\_\_\_, 20\_\_\_\_\_  
County Board Charmain  
Kendall County, Illinois

## **EXHIBIT A**

### **SCOPE OF SERVICES**

1. **MIDDLE MILE DESIGN** – Pivot together with consortium members “Aecon Construction US, Inc.” and “Ciena, Inc.” and “MOBIA, Inc.” and “Crown Castle, Inc.” will engage to design the middle mile fiber routes. The cost of the middle mile design is Fifty-Eight Thousand Dollars and No Cents (US \$58,000.00).

2. **SPECIALIZED GRANT SUBMISSION**

(a) PIVOT will identify along with the Program Manager, markets or services which may be funded through grants available under State or Federal programs. The Cost of this specialized grant development is Fifty Thousand Dollars and No Cents (US\$50,000.00).

(b) PIVOT will engage Widelity, Inc. (consortium member), to identify and apply for State of Illinois Broadband Grants. These grants are five (5) separate submissions of Ten Million Dollars and No Cents (US \$10,000,000.00) each. The cost of this specialized grant submission is One Hundred Eighty Thousand Dollars and No Cents (US \$180,000.00).