

**KENDALL COUNTY BOARD AGENDA  
REGULAR JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday, June 16, 2020 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
  - A. 2020 VAC Veteran Memorial Scholarships
6. Public Comment
7. Public Hearing
  - Public Hearing for proposed Downstate Small Business Stabilization applications funded by Community Development Block Grant (CDBG) funds
8. Consent Agenda
  - A. Approval of County Board Minutes from May 19, 2020
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$1,775,821.94
  - D. Approve Contract with University of Chicago for Professional Service Contract for \$87,500.00 from May 1, 2020 to April 30, 2021
  - E. Discussion and Approval of the Family Violence Coordinating Council Grant (Alice Elliott)
  - F. Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Plattville to the County of Kendall
  - G. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement
  - H. Approve Low bid from Altorfer Industries in the amount of \$62,500 for the purchase of a Caterpillar 259D3 Compact Track Loader and attachments
  - I. Approve Intergovernmental Agreement between Kendall County and the Village of Minooka for shared maintenance within rights-of-way
  - J. Approve Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore Street and Caton Farm Road in Kendall County, Illinois
  - K. Approve Ordinance establishing an altered speed limit on Jughandle Road
  - L. Approve 2020 Transit Connect Cargo Van purchase from Gjovick Ford in the amount of \$27,450.60
9. Old Business
10. New Business
11. Elected Official Reports & Other Department Reports
  - A. Emergency Management Agency
  - B. Sheriff – 6 Month Report
  - C. County Clerk and Recorder
  - D. Treasurer
  - E. Clerk of the Court
  - F. State's Attorney
  - G. Coroner
  - H. Health Department
  - I. Supervisor of Assessments
12. Standing Committee Reports
  - A. Finance
    - 1 Approval of an Addendum to the Master Power Supply Agreement Between Kendall County and Eligo Energy IL, LLC (approved on June 2, 2020) Attachment E
  - B. Administration/HR
    - 1 Approval of a Fee Agreement Between Kendall County and The Horton Group Inc. for a term of 3 years Commencing on July 1, 2020
  - C. Planning, Building & Zoning
    - 1 Approval of a Resolution Granting a Three (3) Year Extension to the Recording of the Final Plat of Subdivision for Camelot Farm (Petition 08-18)
    - 2 Approval of Petition 20-11 Request from the Kendall County Planning, Building and Zoning Committee to Repeal and Replace Resolution 2009-22 Pertaining to the Composition of the Kendall County Stormwater Management Planning

Committee by Making the Composition of the Stormwater Management Planning Committee Equal Between the County Board Districts

- 3 Approval of Petition 19-43 Request from the Kendall County Historic Preservation Commission for Amendments to the Kendall County Historic Preservation Ordinance Pertaining to Definitions, Historic Preservation Commission Powers and Authorities, Terms and Appointments of Preservation Commission Members, Nomination Procedures of Landmarks and Historic Districts, Alteration, Construction, Demolition and Maintenance Provisions, Penalties, and Application Fee

D. Animal Control

- 1 Animal Control Building Renovation Update

E. Highway

- 1 Approval of an Agreement Between the County of Kendall and the Kendall County Forest Preserve District Regarding Conveyance of Land Located on Eldamain Road

F. Economic Development

- 1 Approval of a Resolution of Support for Home Shows Inc. Downstate Small Business Stabilization Program Application
- 2 Approval of a Participation Agreement Between Kendall County and Home Shows Inc.

13. Special Committee Reports

- A. Northwest Water Planning Alliance
- B. Kendall Housing Authority

14. Other Business

15. Chairman's Report

**Appointments**

David Kellogg (replaces Floyd Dierzen) – Newark Fire District Trustee – expires April 202

David Thompson (replaces Floyd Dierzen) – KenCom Executive Board Newark Fire District Delegate

Pam Geigenheimer – tax Board of review – 2 year term – Expires May 2022

16. Public Comment

17. Questions from the Press

18. Executive Session

19. 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.

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
May 19, 2020**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held remotely at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, May 19, 2020 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich (remote call in), Elizabeth Flowers (remote call in), Scott Gengler (remote call in), Tony Giles (remote call in), Judy Gilmour (remote call in), Audra Hendrix (remote call in), Matt Kellogg (remote call in), Matt Prochaska (remote call in) and Robyn Vickers (remote call in). Members absent: None.

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

**THE AGENDA**

Chairman Gryder stated that the agenda be modified to remove items 9C. Member Hendrix moved to approve the agenda as modified. Member Cesich seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye except Member Prochaska. Motion carried 9-1.

**SPECIAL RECOGNITION**

Chairman Gryder read a thank you card from the Kendall County Fair Association for the help and the support with the stage.

**CONSENT AGENDA**

Member Cesich moved to approve the consent agenda of **A)** county board minutes from April 21, 2020; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$1,407,054.53; **D)** 2019FY audited financial statements. Member Kellogg seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. Motion carried.

**C) COMBINED CLAIMS:** ADMIN \$106.00; ANML CNTRL WRDN \$20,659.96; BEHAV HLTH \$201.10; CAPITAL \$2,682.68; CIR CLK \$16,229.01; CIR CRT JDG \$2,189.03; COMB CRT SVS \$6,002.41; COMM ACTN SVS \$29,917.00; COMM HLTH SVS \$1,085.15; CRNR \$673.39; CORR \$11,841.60; CNTY ADMIN \$1,796.97; CNTY BRD \$161,787.52; CNTY CLK \$7,147.47; HIGHWAY \$324,562.00; TRSR \$525,680.00; EMA \$2,079.66; EMPL BFITS \$5,451.50; ENVIRO HLTH; \$984.60; FCLT MGMT \$ 41,087.53; GIS \$2,648.49; JURY COMM \$3,154.22; MERIT \$228.00; POSTAGE \$1,492.98; PRSDG JDGE \$3,765.00; PROB SVS \$16,323.24; PRGM SUPP \$75.40; ROE \$6,386.00; SHF \$45,639.43; STATES ATTY \$3,723.11; TECH \$20,213.07; TRSR \$545.46; UTIL \$37,484.83; VET \$4,908.58; FP \$21,207.23; SHF \$48,292.16; SHF \$12,020.00; SHF \$23,032.75

**NEW BUSINESS**

**PUBLIC HEARING**

**Downstate Small Business Stabilization**

Chairman Gryder opened the public hearing for proposed Downstate Small Business Stabilization applications funded by Community Development Block Grant (CDBG) funds. Mr. Gryder explained that this is a program from the Illinois Department of Commerce and Economic Opportunity that is providing funds for 60 days of working capital to small businesses. Non-essential for profit private small businesses with 50 or fewer employees are allowed to apply with some exceptions. The application must be through a unit of local government in order to administer the funds. A participation agreement between the County and the business is to be put in place to define the partnership. Funds will not need to be repaid as long as the business remain open for at least 60 days or reopen and retained or reemploy current jobs next year. Application received from Faith In Designs Inc. No comments from the public, Chairman Gryder closed the public hearing.

**Collective Bargaining Patrol Sergeants**

Member Hendrix moved to approve the ratification and approval of the Collective Bargaining Agreement between Kendall County, Illinois, the Kendall County Sheriff, and the Illinois Fraternal Order of Police Labor Council (Patrol

Sergeants) effective December 1, 2019 through November 30, 2024. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

**EMA Director**

Roger Bonuchi informed the board that they did not have any requests for PPE in the week. Mr. Bonuchi provided an update on the flooding. Mr. Bonuchi explained the hiccups with Kencom and the process of setting up sirens. He toured the jail and looked at emergency response.

**Sheriff**

Sheriff Baird stated that there has been an uptick in domestic situations, calls, and fire arms discharges. Traffic stops, police reports and accidents are down.

**County Clerk**

Revenue Report		4/1/20-4/30/20	4/1/19-4/30/19	4/1/18-4/30/18
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$974.00	\$707.00	\$739.50
MARFEE	County Clerk Fees - Marriage License	\$420.00	\$1,320.00	\$1,200.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$15.00		
CRTCOP	County Clerk Fees - Certified Copy	\$1,190.00		
NOTARY	County Clerk Fees - Notary	\$35.00		
MISINC	County Clerk Fees - Misc	\$6.00	\$1,803.50	\$1,797.00
	County Clerk Fees - Misc Total	\$2,670.00	\$3,830.50	\$3,736.50
RECFEE	County Clerk Fees - Recording	\$32,752.00	\$24,460.00	\$24,190.00
	Total County Clerk Fees	\$35,422.00	\$28,290.50	\$27,926.50
CTYREV	County Revenue	\$34,037.00	\$42,870.25	\$31,164.75
DCSTOR	Doc Storage	\$19,208.00	\$14,254.00	\$14,662.50
GISMAP	GIS Mapping	\$60,780.00	\$24,074.00	\$24,750.00
GISRCD	GIS Recording	\$4,052.00	\$3,010.00	\$3,096.00
INTRST	Interest	\$26.53	\$18.24	\$18.48
RECMIS	Recorder's Misc	\$3,026.50	\$3,125.25	\$4,031.25
RHSP	RHSP/Housing Surcharge	\$17,532.00	\$12,726.00	\$13,311.00
TAXCRT	Tax Certificate Fee	\$1,040.00	\$1,280.00	\$1,200.00
TAXFEE	Tax Sale Fees	\$35.00	\$40.00	\$25.00
PSTFEE	Postage Fees	\$20.85	\$0.00	\$0.00
CK #				
18934	To KC Treasurer	\$175,179.88	\$129,688.24	\$120,185.48

County Clerk Debbie Gillette reminded the board that the office was still issuing marriage licenses by appointment for those getting married in the month. Precautions are being taken to keep the employees safe. The Clerk's office received \$788.00 as reimbursement for COVID expenses purchased for the election.

**Treasurer**

**Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR FIVE MONTHS ENDED 04/30/2020

<u>REVENUES*</u>	Annual <u>Budget</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>	2019 YTD <u>Actual</u>	2019 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$180,366	46.25%	\$155,790	42.11%
State Income Tax	\$2,300,000	\$1,064,151	46.27%	\$993,979	44.74%
Local Use Tax	\$700,000	\$404,800	57.83%	\$349,868	51.08%
State Sales Tax	\$550,000	\$274,715	49.95%	\$236,419	42.99%
County Clerk Fees	\$325,000	\$160,090	49.26%	\$115,789	35.63%
Circuit Clerk Fees	\$1,350,000	\$512,997	38.00%	\$241,797	30.22%
Fines & Foreits/St Atty.	\$300,000	\$133,169	44.39%	\$79,686	24.52%
Building and Zoning	\$68,000	\$31,168	45.84%	\$26,051	38.31%
Interest Income	\$200,000	\$104,303	52.15%	\$123,602	82.40%
Health Insurance - Empl. Ded.	\$1,266,656	\$478,741	37.80%	\$464,190	36.68%
1/4 Cent Sales Tax	\$3,105,000	\$1,332,288	42.91%	\$1,284,579	41.37%
County Real Estate Transf Tax	\$425,000	\$227,723	53.58%	\$140,599	33.08%
Federal Inmate Revenue	\$2,044,000	\$955,040	46.72%	\$645,825	39.90%
Sheriff Fees	\$170,000	\$99,488	58.52%	\$70,457	39.73%
<b>TOTALS</b>	<b>\$13,193,656</b>	<b>\$5,959,039</b>	<b>45.17%</b>	<b>\$4,928,631</b>	<b>40.78%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,324,000</b>	<b>\$2,312,463</b>	<b>43.43%</b>	<b>\$2,266,475</b>	<b>43.42%</b>
<b>Transportation Sales Tax</b>	<b>\$6,000,000</b>	<b>\$2,312,463</b>	<b>38.54%</b>	<b>\$2,266,475</b>	<b>45.33%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later.

To be on Budget after 5 months the revenue and expense should at 41.65%

**State’s Attorney**

State’s Attorney Eric Weis reported that they are running in two shifts. They have seen an uptick in the number of domestics and orders of protection with Mutual Ground temporarily shut down. The court system is scheduled to reopen on June 1<sup>st</sup> with normal court dates and the traffic court is being moved to the Yorkville High School. The Civil Division has been busy helping with the revolving loan fund.

**Health Department**

Dr. Tokars provided an update on the coronavirus number of cases internationally as well as in Illinois. Dr. Tokars spoke about complex conditions. A growing challenge for the Health Department is an integrated activity of patient contact and contact tracing which involves being in contact with patients recovering in their homes. Members discussed the reopening of businesses, the Executive Order from the Governor and who enforces it.

**Coroner**

Description	**	April 2020	Fiscal Year-to-Date	April 2019
Total Deaths		34	165	21/119
<b>Natural Deaths</b>		33	155	20/114
<b>Accidental Deaths</b>		0	6	1/1
<b>Pending</b>		0	0	0/0
<b>Suicidal Deaths</b>		1	4	0/3
<b>Homicidal Deaths</b>		0	0	0/0
<b>Toxicology</b>		0	13	2/8
<b>Autopsies</b>		0	11	2/8
<b>Cremation Authorizations</b>		23	101	11/67

Scenes Responded to:	Transported by Coroner’s Office:	External Examinations:
1	1	1

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(S):

- 04/08/2020 – Minooka – 83yo, Male, Gunshot Wound to the Head

**PERSONNEL/OFFICE ACTIVITY:**

- On April 7, Chief Deputy Coroner Gotte provided in-house training for Kendall County Corrections employees.

**COVID-19 (Pandemic Response) Deaths WITHIN Kendall County**

- 04/29/2020 – 95 yo, Male, Yorkville, Facility

**STANDING COMMITTEE REPORTS**

**Finance**

Member Kellogg stated that the COVID related expenses so far are \$50,000+ with more to come.

**Planning, Building and Zoning**

**Petition 20-12**

Member Prochaska moved to approve Petition 2020-12 request from Chris Wilson on behalf of the Christopher E. Wilson Trust and Kellie Rae Wilson Trust for approval of a plat of vacation, relocation, and expansion of a construction and drainage easement and drainage and utility easement on lots 171 and 172 in Whitetail Ridge Subdivision (7148 and 7136 Ironwood Court, Yorkville) (PINs: 06-07-130-001 and 06-07-130-002) in Na-Au-Say Township. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 20-09 is available in the Office of the County Clerk.

**NPDES**

Member Prochaska moved to approve the annual facility inspection report for NPDES permit for stormwater discharges from separate storm sewer systems (MS4); filing fee of \$1,000 to be paid from Planning, Building and Zoning Department's NPDES permit fee line (1101902-63670). Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-32 is available in the Office of the County Clerk.

#### **Citation Letter**

Member Prochaska moved to approve the zoning ordinance citation letter. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **Economic Development**

##### **Resolution – Faith In Designs Inc.**

Member Hendrix moved to approve a Resolution of Support for Faith In Designs Inc. Downstate Small Business Stabilization Program application. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 20-27 is available in the Office of the County Clerk.

##### **Participation Agreement – Faith In Designs Inc.**

Member Hendrix moved to approve a Participation Agreement between Kendall County and Faith In Designs Inc. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-33 is available in the Office of the County Clerk.

##### **Revolving Loan Fund**

Member Hendrix moved to approve a resolution for Kendall County, Illinois, to lend money from the Kendall County Revolving Loan Fund to municipalities to secure emergency working capital grant funding, under the Downstate Small Business Stabilization Program, for local businesses facing hardship due to the COVID-19 pandemic. Member Flowers seconded the motion.

Member Kellogg moved to amend the motion to approve a resolution for Kendall County, Illinois, to lend money from the Kendall County Revolving Loan Fund to municipalities to secure emergency working capital grant funding, under the Downstate Small Business Stabilization Program, for local businesses facing hardship due to the COVID-19 pandemic using the language in exhibit B for all of the promissory notes. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman Gryder asked for a roll call vote on the motion with the amendment. All members present voting aye. **Motion carried.**

A complete copy of Resolution 20-28 is available in the Office of the County Clerk.

### **SPECIAL COMMITTEE REPORTS**

#### **UCCI and NACo**

Member Prochaska informed the Board that UCCI is in negotiations with the Governor on the distribution of the Cares Act Funds. NACo is continuing their advocacy for counties nationwide.

#### **ICRMT**

Chairman Gryder sat in on a meeting that discussed how insurance is affected.

#### **Chairman's Report**

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

#### **Appointment(s)**

### PUBLIC COMMENT

Comment was received from Priscilla Gruber in the online portal. Ms. Gruber asked that Kendall County to follow the state's plan now in place for dealing with the pandemic rather than ask for our place in it to be changed in the proposed resolution to change our state Restore Illinois planning area.

### QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked where and when Dr. Tokars is going to her new job. Will the June 2<sup>nd</sup> meeting be a public meeting? The Illinois Municipal League issued a revenue projection on how much is lost by municipalities by the COVID pandemic, has the county organization issued a statement or projection on how much counties are losing in revenue? Is the sales tax up compared to last year in April?

Katie Finlon from the Kendall County Record asked why the resolution was pulled off of the agenda.

### EXECUTIVE SESSION

Member Flowers made a motion to go into Executive Session for (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Hendrix 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 Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 26th day of May, 2020.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk



**COUNTY OF KENDALL, ILLINOIS  
ADMIN HR REMOTE MEETING**

**Monday, June 1, 2020**

**CALL TO ORDER** - Committee Chair Elizabeth Flowers called the meeting to order at 5:30p.m.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

**Others in Attendance:** Mera Johnson, Scott Koeppel, Beth Ismael – Horton Group, Mike Wojcik-Horton Group, Tracy Page

**APPROVAL OF AGENDA** – Motion made by Member Vickers second by Member Gengler to approve the agenda. **With five members voting aye, the agenda was approved by a 5-0 vote.**

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS** - Mr. Koeppel noted that the Administration staff was back in the office, working at two people a day. The office is also at full staff after an FMLA leave. There are some items like RFQs that the staff was working on that was put on the back burner with the pandemic which will be coming to the Committee in the near future. Over the weekend the Emergency Management Center was opened because of the civil unrest in neighboring communities. The Governor has declared an additional disaster that affects Kendall County. Ms. Johnson is working on a grant for the Board Room improvements. Meetings will continue as of now in person and remotely.

**PUBLIC COMMENT** - None

**COMMITTEE BUSINESS**

- *Approval of Agreement with The Horton Group for Health Insurance Brokerage Services from 7/1/2020 to 7/1/2023* – Mr. Koeppel explained that this would be a renewal for 3 years. The County has been very happy with Horton they guided us through the switch back to Blue Cross Blue Shield. Mr. Koeppel read an email of support from Bob Jones who manages the Benefits Program. Chair Flowers agreed that Horton has done an excellent job. Member Gilmour asked about the end of year and mid-year update and if that needed to be done before the contract renewal. Mr. Koeppel explained that the renewal and yearly review were two different items and the renewal needed to be approved as it expires on June 30<sup>th</sup>. Beth Ishmael explained that they would be out hopefully in person in August to give a comprehensive

update. **Motion made by Member Vickers, second by Member Prochaska to forward the Horton Agreement to the State's Attorney Office then to the June 17<sup>th</sup>, Board Meeting. With all members voting aye the motion carried.**

**EXECUTIVE SESSION** - None

**ITEMS FOR COMMITTEE OF THE WHOLE** – None.

**ACTION ITEMS FOR COUNTY BOARD** –

- *Approval of Agreement with The Horton Group for Health Insurance Brokerage Services from 7/1/2020 to 7/1/2023 - June 17<sup>th</sup> Board Meeting*

**ADJOURNMENT** – Member Gengler made a motion to adjourn the meeting, second by Member Prochaska. **With five members voting aye, the meeting adjourned at 5:47p.m.**

Respectfully Submitted,

Mera Johnson  
Risk Management and Compliance Coordinator

**COUNTY OF KENDALL, ILLINOIS  
BUDGET & FINANCE COMMITTEE  
Meeting Minutes for Thursday, May 28, 2020**

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**Call to Order** - Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:00p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Present		
Scott Gryder	<b>ABSENT</b>		
Audra Hendrix	Here		
Matt Kellogg	Present		
Matthew Prochaska	Here		Excused at 5:27p.m. to attend KenCom Executive Board Meeting

**Others Present** – Roger Bonuchi, Latreese Caldwell, Scott Koeppel, Judge Robert Pilmer

**Approval of Agenda** – Member Prochaska made a motion to approve the agenda, second by Member Hendrix seconded the motion. **With four members present voting aye, motion passed by a vote of 4-0.**

**Approval of Claims** – Member Cesich made a motion to forward the claims to the County Board for final approval, second to the motion by Member Hendrix. Discussion on classification of Covid-19 expenses, what qualifies for the CARES ACT, review and coordination of appropriate coding by each department or office to ensure potential reimbursement, and the possible need for additional re-enforcement of appropriate coding. **With four members present voting aye, the motion carried.**

**Department Head and Elected Official Reports** – Judge Pilmer thanked Facilities, Technology, Sheriff’s Office, and Court House personnel for their continued assistance in preparing for the re-opening of Courthouse operation next week. Judge Pilmer stated he is also thanked to the Yorkville School District for allowing the Traffic Court to meet at the High School at no charge. He thanked the Sheriff’s Office, Circuit Clerk’s Office and State’s Attorney’s Office for their diligence in ensuring safety and efficiency of operation in the temporary alternate location.

Roger Bonuchi, EMA Director stated that he is awaiting word on continued state funding for PPE materials, and said that the County might need to begin funding the purchase of PPE equipment and supplies if state funding is terminated. He will keep the County Board updated.

**Items from Other Committees** – None

## **Items of Business**

- *Discussion of Federal Economic Development Grant Proposal* – Mr. Koepfel briefed the committee on a Federal Economic Development Grant that is specific to recovery and growth post Covid-19, which also allows for some economic development strategic planning. It is a federal grant, and there is a twenty percent local match portion. Mr. Koepfel has been in discussions with Thomas P. Miller & Associates about how the County can prioritize and promote economic development. Grant funds are distributed on a rolling basis, with a 90-day approval process, with Part 1 taking approximately six – nine months, and Part 2 up to one year concurrently. Funds could be used from the Revolving Loan fund for the total cost of \$175,000. Mr. Koepfel stated that there would be direct work with businesses including surveys, and assistance, guidance and training.

Member Hendrix stated that she was enthused about the possibility of this grant funding and utilizing it for work with local businesses, marketing of resources and funding opportunities available through various federal and state organizations, and also for the work of an Economic Development Corporation for Kendall County. **There was consensus by the Committee to proceed with the pursuit of this grant, and to bring any items to the County Board as appropriate.**

**Public Comment** – None

**Questions from the Media** – Katie Finlon, Shaw Media, asked for an update on the various revenue (Motor Fuel Tax, Sales Tax) sources for the County. Ms. Caldwell explained the delay in getting the actual data due to a three-month lag due to sales tax, and when the County expects to receive that information. Ms. Caldwell stated that after the May ledger closes next week, the Treasurer will post on the County website all of the fund balances for the County.

## **Items for the June 2, 2020 County Board Meeting**

1. *Approval of Forwarding of Claims for Final Approval*

**Executive Session** – Not needed

**Adjournment** – Member Hendrix made a motion to adjourn the Budget and Finance Committee meeting, Member Cesich seconded the motion. **The meeting was adjourned at 5:35p.m. by a 4-0 vote.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant

## HIGHWAY COMMITTEE MINUTES

**DATE:** June 9, 2020  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Scott Gryder, Matt Kellogg, and Matt Prochaska  
**STAFF PRESENT:** Ginger Gates, John Burscheid and Fran Klaas  
**ALSO PRESENT:**

The committee meeting convened at 3:30 P.M. with roll call of committee members. Gilmour and Cesich absent. Quorum established.

Motion Kellogg; second Prochaska, to approve the agenda as presented. Motion approved unanimously.

Motion Prochaska; second Kellogg, to approve the Highway Committee meeting minutes from March 10, 2020. Motion approved unanimously.

Motion Kellogg; second Prochaska, to recommend approval of the low bid from Altorfer Industries in the amount of \$62,500 for purchase of a Caterpillar 259D3 Compact Track Loader and attachments. Engineer Klaas reported that there were bids on 5 different machines by 4 different bidders. There was a slightly lower bid than the Caterpillar bid, by just \$331; but that bid was for a machine that did not meet several of the specifications. By roll call vote, motion approved unanimously.

Motion Kellogg; second Prochaska, to recommend approval of an Intergovernmental Agreement between Kendall County and the Village of Minooka for shared maintenance within rights-of-way. This IGA essentially provides for the mowing and maintenance of parts of Ridge Road within the corporate limits by an agent of the Village of Minooka. The State's Attorney Office and attorney for Minooka have worked on the language for a long time, and finally agreed. Prochaska recommended putting on Board's consent agenda. By roll call vote, motion approved unanimously.

Motion Kellogg; second Prochaska, to recommend approval of a resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore Street and Caton Farm Road in Kendall County, Illinois. Klaas explained that this includes just 2 parcels on the west side of Ridge Road across from the Plainfield South High School. The County has had previous experience with one of the owners. Property taxes have been sold on the other parcel. Klaas believes that the County might have difficulty acquiring both of these parcels. He reminded the committee that, as in the past, eminent domain action would not be filed without first coming back to the Board for final direction. But this resolution typically puts owners on notice that the County is serious about the acquisition. By roll call vote, motion approved unanimously.

Motion Kellogg; second Prochaska, to recommend approval of an ordinance establishing an altered speed limit on Jughandle Road. By roll call vote, motion approved unanimously.

In other business, Klaas reported that he had some good news. All land acquisition for the Eldamain Road project was officially certified by IDOT on June 5, 2020. He indicated that the

County was continuing to work on environmental issues for the project. Those include a separate tree removal contract for Eldamain, which will take place from October 1<sup>st</sup> to 15<sup>th</sup> of this year. In other news, the Slippershell Mussel has been taken off the State Threatened Species List, which will simplify coordination for this specie going forward. Finally, it appears that IDOT will allow the County to use \$3 million STR (federal) for the Eldamain Bridge Project. This, coupled with an additional \$4 million Rebuild Illinois MFT funds, should reduce the County's bond issue to something near \$10 million.

In regard to the Collins Road Extension project, there was also some good news. The proposed bridge over Morgan Creek is being redesigned as a double 12'x7' box culvert. According to Klaas, this will save hundreds of thousands of dollars and simplify the placement and construction of the proposed multi-use path over the culvert by Oswegoland Park District. In regard to funding for this project, in addition to the \$5 million of Rebuild Illinois funds, the County is in line to receive \$2.5 million of STP funds (federal) through Kane-Kendall Council of Mayors, if that is approved by the full council later this month. This should reduce the local share of funding on this project to less than \$5 million.

Gryder asked about the status of the Millington Bridge repairs. Klaas reported that D Construction is looking to get back in the River soon.

Motion Prochaska; second Kellogg, to forward Highway Department bills for the month of June in the amount of \$388,634.55 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Prochaska; second Kellogg, to adjourn the meeting at 3:48 P.M. Motion carried unanimously.

Respectfully submitted,



Francis C. Klaas, P.E.  
Kendall County Engineer

### **Action Items**

1. Low bid from Altorfer Industries in the amount of \$62,500 for purchase of a Caterpillar 259D3 Compact Track Loader and attachments
2. Intergovernmental Agreement between Kendall County and the Village of Minooka for shared maintenance within rights-of-way
3. Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore Street and Caton Farm Road in Kendall County, Illinois
4. Ordinance establishing an altered speed limit on Jughandle Road

**COUNTY OF KENDALL, ILLINOIS**  
**Law, Justice and Legislation Committee**  
**Monday, March 9, 2020**  
**Meeting Minutes**

**Call to Order and Pledge Allegiance** - Chair Tony Giles called the meeting to order at 3:15p.m. and led the Pledge of Allegiance.

**Roll Call:**

<b>Committee Member</b>	<b>Status</b>	<b>Arrived at Meeting</b>	<b>Left Meeting</b>
Tony Giles	Here		
Judy Gilmour	Here		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

**With all members present voting aye, a quorum was determined to conduct business.**

**Others Present:** Public Defender Vicki Chuffo, Court Services Director Alice Elliott, EMA Director Joe Gillespie, Operations Commander Jason Langston, Chief Deputy Mike Peters, Chief Judge Robert Pilmer, Coroner Jacquie Purcell, Corrections Commander Jeanne Russo, State’s Attorney Eric Weis

**Approval of the Agenda** – Member Hendrix made a motion to approve the agenda, second by Member Gilmour. **With all members present voting aye, the amended agenda was approved.**

**Approval of Minutes** – Member Hendrix made a motion to approve the February 10, 2020 meeting minutes, second by Member Gilmour. **With all members present voting aye, the motion carried.**

**Public Comment** - None

**Status Reports**

**Coroner** – Coroner Purcell reviewed the monthly report with the committee, and reported 35 deaths: Responded to 5 scenes, transported 5 and 2 external examinations. **Written report provided.**

**EMA** – **Written report provided.** Director Joe Gillespie reported search and rescue training continued. Severe weather training with a large group of the community attending was successful. Siren and STARCOM testing is continuing. WSPY will have a tower climber out this week to replace an antenna that was knocked off during microwave upgrades. EMA is working closely with the Kendall County Health Department regarding the changing status of the Corona Virus. Mr. Gillespie and Dr. Tokars meet twice a week to stay abreast of state and federal guidelines. Committee discussed ordinances and laws of electronic meetings if they become necessary.

**Public Defender** – Written report provided. Public Defender Chuffo provided.

**Court Services** –Director Elliott provided information on the updated process for law enforcement to process youth offenders direct with Kane County Juvenile Justice Center. Training will be on April 1<sup>st</sup> and 9, 2020. Ms. Elliott also informed the Committee the IGA with Kane County Juvenile Justice Center will expire in November 2020. Ms. Elliott is in process of comparing River Valley Detention Center in Joliet and Kane County Juvenile Justice Center in St. Charles. Written report provided.

**Sheriff's Report**

- a. Operations Division – Written report provided. Commander Langston reported the fee study that previously passed through the Law, Justice and Legislation Committee is underway, anticipates to provide information for the April meeting. The Polar Plunge was held March 1, 2020 and raised \$110,000.00. Working with Dr. Tokars and the Kendall County Health Department for best practices on prevention of the Corona Virus for staff and patrol.
- b. Corrections Division – Written report provided. Chief Deputy Peters reported the in house medical workers in conjunction with Dr. Tokars are working to develop procedures and protocol for the jail in regards to the Corona Virus.
- c. Records Division - Written report provided.

**Old Business** – None

**New Business** - None

**Chairman's Report/Comments** – No report

**Public Comment** - None

**Legislative Update** – Senate Bill 2466 gives counties the authority to revoke special uses. The Bill is scheduled for hearing on March 18 or 19, 2020. Pending local government committee hearing, should have floor vote by the end of the month.

**Executive Session** – Not needed

**Adjournment** – Member Hendrix made a motion to adjourn the meeting, second by Member Vickers. **With all members in agreement, the meeting adjourned at 4:23 p.m.**

Respectfully Submitted,

Christina Wald  
Recording Clerk



**COUNTY OF KENDALL, ILLINOIS**  
**Law, Justice and Legislation Committee**  
**Monday, June 8, 2020**  
**Meeting Minutes**

**Call to Order and Pledge Allegiance** – Vice Chair Matthew Prochaska called the meeting to order at 3:22p.m. and led the Pledge of Allegiance.

**Roll Call:**

<b>Committee Member</b>	<b>Status</b>	<b>Arrived at Meeting</b>	<b>Left Meeting</b>
Amy Cesich	Appointed to form a quorum		
Tony Giles	<b>ABSENT</b>		
Judy Gilmour	<b>ABSENT</b>		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	<b>ABSENT</b>		

**With only two committee members present, Vice Chair Prochaska appointed Vice County Board Chair Cesich to the committee to form a quorum. Once a quorum was determined, the committee was able to conduct business.**

**Others Present:** Sheriff Dwight Baird, EMA Director Roger Bonuchi, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, County Administrator Scott Koeppel, Sheriff’s Executive Assistant Tracy Page, Chief Deputy Mike Peters, Chief Judge Robert Pilmer, and Coroner Jacquie Purcell, Undersheriff Bobby Richardson

**Approval of the Agenda** – Member Hendrix made a motion to approve the agenda, second by Member Cesich. **With all members present voting aye, the amended agenda was approved.**

**Approval of Minutes** – Member Hendrix made a motion to approve the March 9, 2020 meeting minutes, second by Member Cesich. **With all members present voting aye, the motion carried.**

**Public Comment** - None

**Status Reports**

**Coroner** – Coroner Purcell reviewed the monthly report with the committee, and reported 39 deaths; with 204 year-to-date deaths.

The Coroner’s Office responded to one accidental overdose death, and authorized 25 cremations. There were six COVID-19 related deaths within Kendall County in the month of May.  
Written report provided.

**EMA – Written report provided.** Director Roger Bonuchi reported multi-agency Search and Rescue Training was cancelled due to COVID-19.

EMA continues working closely with the Kendall County Health Department regarding the changing status of the Corona Virus. EMA Volunteers loaded and delivered 1,700 isolation gowns, and 2,000 masks to four long-term Care Facilities in the County on May 27<sup>th</sup>, made additional PPE orders that will be delivered to Oswego District 308 and the Regional Office of Education.

Mr. Bonuchi reported he continues to attend PPE and IEMA Region 3 meeting three times per week, and Siren, STARCOM and WSPY EAS testing continues on a monthly basis.

**Public Defender – Written report provided.** Public Defender Chuffo stated that appointments for felony, misdemeanor and traffic cases increased slightly since last month, but her office is still seeing the effects of the pandemic on arrests and case filings with a total of new 56 new cases between May 1 and June 1, 2020.

**Court Services** –Director Elliott stated that due to the Pandemic the number of detentions has decreased, which helps with their budget.

Ms. Elliott stated that for a second year, Court Services is applying for the Family Violence Coordinating Council Grant between the State of Illinois Criminal Justice Information Authority and the 16<sup>th</sup> and 23<sup>rd</sup> Judicial Circuits. Kendall County serves as the fiscal agent only, and all expenditures are equal to the revenue. **It was the will of the Committee to send the item directly to the County Board for discussion and approval.**

Ms. Elliott also reported that on May 23<sup>rd</sup>, the General Assembly adopted the state budget with full funding for the Illinois Supreme Court. Part of that budget is full funding for probation officer reimbursement for the counties, which is good news for Kendall County as some of the fully county funded positions were converted last year to reimbursable positions. Court Services should receive an appropriations letter from AOIC sometime in late July or August. Worth noting is that during the appropriation hearings, legislators expressed the need for a robust probation/pretrial division as the focus on reducing the numbers of those incarcerated increases. Written report provided.

### **Sheriff's Report**

- a. Operations Division – Undersheriff Bobby Richardson reported that over the weekend, they tested 123 applicants for Patrol positions.

Undersheriff Richardson also reported on Sheriff's Office participation with local municipalities in civil unrest protests the last few weeks including Aurora, Plano, Plainfield and Naperville. Sheriff Baird also mentioned increased Sheriff's Deputy participation in Community Public Service mobile events throughout the committee. Written report provided.

- b. Corrections Division – Chief Deputy Peters provided a briefing on the COVID-19 impact on the jail, stating that employees have been instrumental in participating, encouraging inmate participation, safety and compliance, making suggestions for increased safety of employees and inmates, limiting admittance of volunteers, visitors, and vendors, and increased cleaning and decreased interaction where possible. Written report provided.
- c. Records Division - Written report provided.

**Old Business** – None

**New Business** - None

**Chairman’s Report/Comments** – No report

**Public Comment** - None

**Legislative Update** – None

**Executive Session** – Not needed

**Adjournment** – Member Hendrix made a motion to adjourn the meeting, second by Member Cesich. **With three members in agreement, the meeting adjourned at 3:50p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**

***Kendall County Office Building***

***Rooms 209 & 210***

***111 W. Fox Street, Yorkville, Illinois***

**6:30 p.m.**

**Meeting Minutes of June 8, 2020 – Unofficial until approved**

**CALL TO ORDER**

The meeting was called to order by Chairman Prochaska at 6:30 p.m.

**ROLL CALL**

Committee Members Present: Elizabeth Flowers (attended remotely), Scott Gengler (attended remotely), Matt Kellogg (Vice-Chairman), and Matthew Prochaska (Chairman)

Committee Members Absent: Judy Gilmour

Also Present: Matt Asselmeier (Senior Planner), Scott Koeppel (County Administrator), Dan Kramer, Valarie Epperson, Raymond Epperson Richard Clawson, Grigore Ratiu, and Greg Chrissie

**APPROVAL OF AGENDA**

Member Kellogg made a motion, seconded by Member Flowers, to approve the agenda as presented. With a voice vote of four (4) ayes, the motion carried.

**APPROVAL OF MINUTES**

Member Kellogg made a motion, seconded by Member Flowers, to approve the minutes of the May 11, 2020, meeting. With a voice vote of four (4) ayes, the motion carried.

**PUBLIC COMMENT**

None

**EXPENDITURE REPORT**

The Committee reviewed the expenditure report. Member Kellogg made a motion, seconded by Member Flowers, to forward the expenditures to the Finance Committee. With a voice vote of four (4) ayes, the motion carried.

The Committee reviewed the six (6) month Planning, Building and Zoning Financial Report. Mr. Asselmeier noted that the payments to the Part-Time Code Enforcement Officer have been deducted from the incorrect line item. Staff was working to get that issue corrected.

**NEW BUSINESS**

*Approval of a Setting a Date and Time for a Second Meeting of the Planning, Building and Zoning Committee in the Month of June 2020*

Chairman Prochaska informed the Committee that he would like to have a combined meeting with ZPAC, the Kendall County Regional Planning Commission, and the Kendall County Zoning Board of Appeals on Monday, June 29<sup>th</sup>, at 5:00 p.m., to discuss the Zoning Ordinance Project. There were no objections from the Committee regarding having a meeting on June 29<sup>th</sup> at 5:00 p.m.

Recommendation of a Resolution Granting a Three (3) Year Extension to the Recording of the Final Plat of Subdivision for Camelot Farm (Petition 08-18)

Mr. Asselmeier summarized the request.

The Planning, Building and Zoning Department received a request from the owner of the Camelot Farm subdivision requesting a three (3) year extension of the requirement to record the final plat of the subdivision.

According to the Subdivision Control Ordinance, a final plat must be recorded within six (6) months of approval unless granted an extension by the County Board after recommendation by the PBZ Committee. Since 2009, the County Board has granted annual extensions to the recording requirement for this subdivision. On June 20, 2017, the County Board granted a three (3) year extension to the recording requirement for this subdivision.

Staff has no objections to the requested extension.

Member Kellogg made a motion, seconded by Member Gengler, to recommend approval of the requested extension.

The votes were as follows:

Yeas (4): Flowers, Gengler, Kellogg, and Prochaska  
Nays (0): None  
Abstain (0): None  
Absent (1): Gilmour

The motion carried. The request goes to the County Board on June 16, 2020.

Approval of a Request by Goprobball, LLC for a Ninety (90) Day Application Fee Waiver and Fee Clarification for a Preliminary Plat Application and Site Plan Application for the Proposed Go Pro Subdivision Located on the Northern 18.7 Acres at 195 Route 52 (09-13-200-002) in Seward Township; Site Plan Fee is for Proposed Athletic Facility Portion of the Site Only

Mr. Asselmeier summarized the issue.

At the March 18, 2020, County Board meeting, the County Board approved a request to amend the Future Land Use Map reclassifying approximately eighteen (18) acres of the northern portion of 195 Route 52 from Public/Institutional to Commercial (Petition 19-37) and a map amendment rezoning the northwestern portion of the property to B-4 Commercial Recreation District (Petition 19-38) for the construction of an indoor athletic facility.

As part of the development, the Petitioners plan a four (4) lot commercial subdivision. The athletic facility would be on one (1) of the lots. An indoor/outdoor storage facility (the review of which is still ongoing), space for a commercial strip center, and a private road would be located on the remaining lots.

On May 14, 2020, the Petitioners' Attorney submitted the attached letter requesting a waiver of fees for the preliminary plat application and site plan application. On May 19, 2020, the

Petitioners' Attorney submitted an email clarifying that the fee waiver request would be for a 90-day waiver. Both of these documents were provided.

The application fee for a preliminary plat for a commercial subdivision is \$1,000 plus \$100 per acre. The application fee for site plan approval is \$375.

The Petitioners decided to have two (2) separate preliminary plats, one (1) for the athletic facility and one (1) for the remainder of the site. However, the Petitioners would have one (1) unified final plat. If the Petitioners have two (2) separate preliminary plats, the question regarding charging the \$1,000 base fee twice arises.

If the preliminary plats were 1 application, the outstanding balance for the total preliminary plat would be \$1,373.54 (18.7354 acres X 100 = \$1,873.54 + \$1,000 = \$2,873.54 - \$1,500 (previously paid funds)). But, if they were 2 separate applications, then the outstanding balance for the athletic facility's portion would be \$2,004.52 (10.0452 acres X 100 = \$1004.52 + \$1000). It should also be noted that, under the second scenario, the Petitioners would still owe \$369.02 (8.6902 acres X 100 = \$869.02 + \$1,000 = \$1,869.02 - \$1,500 (previously paid funds)) for the preliminary plat for the remainder of the site.

As of the date of this memo, the Petitioners have not submitted a preliminary plat application or site plan application for the athletic facility portion of the site. The Petitioners have submitted a preliminary plat for the remainder of the site and a final plat application for the entire. Outstanding items related to these plats have not been resolved, as of the date of this memo. As noted in the previous paragraph, the Petitioners have paid \$1,500 towards the preliminary plat application. The Petitioners have also paid the application fee for the final plat.

Staff requested guidance regarding determining the outstanding application fee and whether or not the Committee favors a 90-day waiver of the preliminary plat and site plan application fees as requested by the Petitioners.

Member Kellogg asked if the subject property was one (1) parcel number. Mr. Asselmeier responded that the property is presently one (1) parcel number. However, if the subdivision is approved as proposed, there would be four (4) parcels and four (4) parcel numbers.

Member Kellogg asked why the Petitioner submitted multiple applications. Dan Kramer, Attorney for the Petitioner, explained the status of the zoning requests associated with the subdivision and proposed uses. Mr. Kramer explained that the owner of the athletic facility has lost all of their income because of the closures caused by the COVID-19 pandemic.

Member Kellogg asked about the difference in fees. Mr. Asselmeier explained that the fee waiver for one (1) application would be One Thousand Seven Hundred Forty-Eight Dollars and Fifty-Four Cents (\$1,748.54) and the fee waiver for two (2) applications would be Two Thousand Seven Hundred Forty-Eight Dollars and Fifty-Four Cents (\$2,748.54).

Member Kellogg asked about setting a precedent. Mr. Asselmeier said that he was not aware of any precedent, but other applicants, in similar situations, could make the same request. Member Kellogg expressed concerns about setting a precedent.

Member Kellogg made a motion, seconded by Member Gengler, to approve the ninety (90) fee waiver effective starting today (June 8, 2020) and setting the fee at Two Thousand Seven Hundred Forty-Eight Dollars and Fifty-Four Cents (\$2,748.54).

The votes were as follows:

Yeas (4): Flowers, Gengler, Kellogg, and Prochaska  
Nays (0): None  
Abstain (0): None  
Absent (1): Gilmour

The motion carried.

*Request for Guidance Regarding Potential Violations at a Private Park Located in the Fox River Gardens Subdivision (PIN: 02-27-327-010) in Bristol Township*

Mr. Asselmeier summarized the issue.

On April 24, 2020, the Kendall County Planning, Building and Zoning Department received a complaint regarding activity and damage at the private park located in the Fox River Gardens Subdivision. On May 14, 2020, the Kendall County Planning, Building and Zoning Department received a follow-up email regarding the activities at the private park. Both of these emails were provided.

The plat of Fox River Gardens Subdivision shows the property as a private park. To Staff knowledge, no homeowners' association exists in this subdivision and the plat is unclear as to who is responsible for overseeing the property. A copy of the plat was attached. The private park is approximately 4.5 acres in size.

According to Kendall County Assessor Andy Nicoletti, no owner of record exists for the property and nobody pays taxes on the property.

The Kendall County Sheriff's Department has been made aware of the activities at the park.

Staff requested guidance as to how to proceed.

Valarie Epperson explained the activities she witnessed. She expressed concerns about people cutting down trees and vegetation. She noted that litter was occurring on the property. She provided pictures of damage on the property. Her focus was protecting the wildlife. Raymond Epperson expressed concerns about someone placing a tent on the property.

Mr. Asselmeier noted that the Department sends citations to property owners and works with property owners to resolve issues.

Discussion occurred about the County cleaning up the property and placing liens on the property or acquiring the property through adverse possession.

Member Flowers asked if the homeowners could acquire ownership of the park. Mr. Asselmeier responded that the homeowners could work together to maintain and secure the park.

Chairman Prochaska suggested referring the matter to the State's Attorney's Office regarding ordinance enforcement, utilizing adverse possession to acquire the property, and questions regarding trespass. The consensus of the Committee was to proceed with the State's Attorney's Office in the manner suggested by Chairman Prochaska.

Request for Guidance Regarding an Alleged Violation to the Stormwater Management Ordinance at 56 Riverside Drive (PIN: 02-27-328-007) in Bristol Township; Committee Could Authorize WBK Engineering to Perform Work Related to the Investigation at a Cost Not to Exceed Two Thousand Dollars (\$2,000)

Mr. Asselmeier summarized the issue.

The Kendall County Planning, Building and Zoning Department received a complaint regarding an alleged violation of the Kendall County Stormwater Management Ordinance at 56 Riverside Drive. The email and pictures related to the complaint were provided.

If, as the complainant alleges, the property owner changed the layout of their property over the period of thirty-two (32) years, then research will be required to determine the extent of a violation and possible remedies of the violation, if any violation(s) exists.

WBK Engineering provided a cost estimate for investigating the violation; the cost estimate was provided.

Staff requested guidance as to how to proceed.

Richard Clawson, Attorney for the Property Owner, stated that a property dispute exists between the neighbors and that this matter is a civil matter.

Greg Chrise, neighbor, said that no legal dispute is occurring. He provided background on the dispute between the neighbors. He stated the owner of 56 Riverside engaged in activities on his property without proper permits. Mr. Chrise described the activities of the owner of 56 Riverside.

Mr. Clawson said that no agreement exists regarding the lot line location.

Grigore Ratiu, owner of the subject property, explained the location of the property line. He explained his activities on the property. He explained his work on Riverside Drive.

Member Kellogg asked if a precedent existed. Mr. Asselmeier said that precedents exist where the Committee has and has not paid for further stormwater investigations.

Member Flowers asked about the ultimate remedy. Mr. Asselmeier responded that WBK does an investigation, finds a violation, and the property either applies for a stormwater permit or WBK suggestions a remedy to bring the situation into compliance. The Committee could also decide not investigate the matter further. The matter would then become a civil matter.

Member Gengler asked if any violations existed regarding dumping. Mr. Asselmeier explained that the Stormwater Management Ordinance requires a permit if someone dumps fill three feet (3') or higher on their property. The Junk and Debris Ordinance would also apply depending on the nature of materials dumped.

Member Kellogg asked if the Health Department should be involved regarding the landscaping material being hauled onsite. Mr. Asselmeier said the Health Department could investigate the matter.

Mr. Chrise asked the Committee to examine the pictures submitted in the packet to see if any violations exist.



Member Kellogg asked about the ownership of Riverside and Park Drives. The two (2) streets are private roads.

Discussion occurred regarding LiDAR flyovers.

Member Gengler made a motion, seconded by Member Kellogg, to authorize WBK Engineering to conduct an investigation at a cost not to exceed Two Thousand Dollars (\$2,000).

The votes were as follows:

Yeas (4): Flowers, Gengler, Kellogg, and Prochaska  
Nays (0): None  
Abstain (0): None  
Absent (1): Gilmour

The motion carried.

Approval to Forward to the State's Attorney's Office Violation of Stormwater Management Permit 18-06 at 84 Woodland Drive (PIN: 01-20-352-018) in Little Rock Township (Dumping Without Permit Amendment)

Mr. Asselmeier explained that the property owner dumped additional fill on the property without seeking an amendment to their existing stormwater management permit.

Chairman Prochaska made a motion, seconded by Member Flowers, to forward the complaint to the State's Attorney's Office.

The votes were as follows:

Yeas (4): Flowers, Gengler, Kellogg, and Prochaska  
Nays (0): None  
Abstain (0): None  
Absent (1): Gilmour

The motion carried.

Recommendation of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Plattville to the County of Kendall

Mr. Asselmeier summarized the issue.

The proposed Intergovernmental Agreement is the same as the previous Intergovernmental Agreement. The Village of Plattville approved a renewal of the agreement at their meeting in May.

Chairman Prochaska made a motion, seconded by Member Flowers, to recommend approval of the Intergovernmental Agreement and place it on the consent agenda for the next County Board meeting.

The votes were as follows:

Yeas (4): Flowers, Gengler, Kellogg, and Prochaska  
Nays (0): None  
Abstain (0): None  
Absent (1): Gilmour

The motion carried. The proposal will go to the County Board on June 16, 2020.

#### Review of Annual NPDES Survey

The Committee reviewed the survey. Mr. Asselmeier noted that the survey was the same as previous years except that the website links were updated. Historically, the survey was mailed in mid-July. The Committee had no changes or other comments.

#### **PETITIONS**

##### 20 – 11 – Kendall County Planning, Building and Zoning Committee

Mr. Asselmeier summarized the request.

State law (55 ILCS 5/5-1062.2) allows certain counties, including Kendall County, to establish Stormwater Planning Committees. Per State law, a Stormwater Planning Committee's primary purpose is to develop a Stormwater Management Plan.

At the March 9, 2020, Kendall County Planning, Building and Zoning Committee meeting, the Committee voted to initiate an amendment to the composition of the Stormwater Planning Committee by increasing the Stormwater Planning Committee's membership by adding one (1) additional County Board member from District 2 and adding one (1) additional municipal member from District 2. The total membership on the Stormwater Planning Committee would increase from ten to twelve (10 to 12). The proposed resolution and Resolution 2009-22 were provided.

Kendall County has a Stormwater Planning Committee. However, several of the seats are currently vacant. Per State law, the Committee must consist of an equal number of County Board members and municipal members.

County Board members are appointed by the County Board Chairman.

The municipal members are chosen by majority vote of the mayors of those municipalities based on the County Board district the municipality is located. The current municipal members are Bob Hausler, Clifton Fox, Gary Golinski, Jennifer Hughes, and Brian Murphy.

The Stormwater Planning Committee last met on April 9, 2013.

To Staff's knowledge, no plans presently exist to update or amend the Kendall County Stormwater Management Plan.

Chairman Prochaska made a motion, seconded by Member Kellogg, to recommend approval of the amended composition of the Stormwater Planning Committee as proposed.

The votes were as follows:

Yeas (4): Flowers, Gengler, Kellogg, and Prochaska

Nays (0): None  
Abstain (0): None  
Absent (1): Gilmour

The motion carried. The proposal will go to the County Board on June 16, 2020.

*Discussion of Amending the Enforcement Provisions of the Kendall County Stormwater Management Ordinance; Committee Could Initiate Amendments to the Enforcement Provisions*  
Mr. Asselmeier summarized the issue and provided the existing enforcement procedures.

Because several of the municipalities in Kendall County enforce aspects of the Ordinance, Staff would like to reach out to these municipalities to see if they have any concerns regarding the enforcement section of the Ordinance. Staff would also like to obtain the State's Attorney's Office's opinion regarding citation authority as it relates to the Stormwater Management Ordinance.

Chairman Prochaska favored giving Staff citation authority on enforcement of the Stormwater Management Ordinance.

Chairman Prochaska also favored setting threshold for allowing Staff to do stormwater investigations without coming to the Committee for approval. The consensus of the Committee was to set a policy allowing Staff to initiate stormwater investigations if the cost was less than One Thousand Five Hundred Dollars (\$1,500). Mr. Koepfel suggested setting the dollar amount in a policy and not in the ordinance.

The specifics of the citation authority proposal and policy will be discussed at a future meeting.

### **OLD BUSINESS**

*Discussion of Petition 20-01 Pertaining to Recreational Vehicle and Campground Regulations; Committee Could Initiate Text Amendments to the Zoning Ordinance, Request 20-01, Text Amendment to Zoning Ordinance for Revision*

Chairman Prochaska explained the issue.

Following the review and input of the State's Attorney's Office, Staff prepared a redlined proposal incorporating the Recreational Vehicle and Campground regulations into the Zoning Ordinance. This proposal was provided.

With the incorporation of the proposal into the Zoning Ordinance, Section 1 (Purpose), Section 4 (Fines), proposed Section 7 (Variances) from the 1983 regulation are moot because the Zoning Ordinance already addresses these items.

As noted in the redlined proposal, with the incorporation into the Zoning Ordinance, some questions arise regarding certain definitions.

The items in red in the attached document are new or changes from the existing Recreational Vehicle and Campground regulations from 1983 and the Zoning Ordinance.

Mr. Asselmeier noted that the definitions contained in the 1983 Ordinance specifically focused on campgrounds. Problems arise when terms, like collector road, were applied to the entire County.

Member Kellogg made a motion, seconded by Member Flowers, to forward this issue to the Comprehensive Land Plan and Ordinance Committee. With a voice vote of four (4) ayes, the motion carried.

**REVIEW VIOLATION REPORT**

The Committee reviewed the violation report.

**REVIEW NON-VIOLATION REPORT**

The Committee reviewed the non-violation report.

**UPDATE FOR HISTORIC PRESERVATION COMMISSION**

Mr. Asselmeier stated that the Historic Preservation Commission will be meeting June 15, 2020. It was noted that one (1) vacancy exists on the Commission.

**REVIEW PERMIT REPORT**

The Committee reviewed the permit report.

**REVIEW REVENUE REPORT**

The Committee reviewed the revenue report.

**CORRESPONDENCE**

None

**COMMENTS FROM THE PRESS**

None

**EXECUTIVE SESSION**

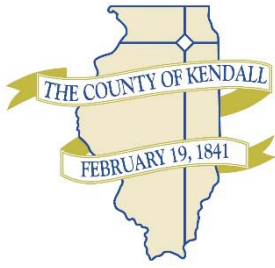
The decision was made not to go into executive session for the purposes of reviewing minutes of meetings lawfully closed under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21)) because a quorum of the Committee was not physically present.

**ADJOURNMENT**

Member Kellogg made a motion, seconded by Member Gengler, to adjourn. With a voice vote of four (4) ayes, the motion carried. Chairman Prochaska adjourned the meeting at 7:54 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, Senior Planner

Enc.



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** June 8, 2020

**Amount:** N/A

**Budget:** N/A

**Issue:** Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village Plattville to the County of Kendall

**Background and Discussion:**

The Intergovernmental Agreement between Kendall County and the Village of Plattville expires in July.

The Village Board of Plattville met on May 18, 2020, and approved a renewal with no changes from the 2019 agreement.

A copy of the proposal is attached; the only change was the date.

**Committee Action:**

PBZ-Approval (4-0-1)

**Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, AICP

**Department:** Planning, Building and Zoning

**Date:** June 8, 2020

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
PLATTVILLE AND THE COUNTY OF KENDALL**

THIS AGREEMENT, made this day \_\_\_ of July, 2020 by and between the VILLAGE OF PLATTVILLE, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic; WITNESSETH:

WHEREAS, the Village of Plattville was incorporated by act of the voters on March 21<sup>st</sup>, 2006; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves; and

WHEREAS, the Village of Plattville and County of Kendall are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and

WHEREAS, the Local Land Resource Management Planning Act (50 ILCS 805/6) provides that a municipality and a County may enter into intergovernmental agreements for joint or compatible planning, local land resource management administration and zoning ordinance enforcement; and

WHEREAS; the Village of Plattville adopted a Comprehensive Plan on July 27, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Plattville have been heretofore subject to the building and zoning codes of the County of Kendall, and to the Countywide Stormwater Management Ordinances; and

WHEREAS, the parties desire to continue that relationship.

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Plattville has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text amendments to said ordinances and plans, as may be

adopted by Kendall County from time to time, shall be adopted and incorporated by the Village of Plattville as its own.

3) That for the consideration of \$1 the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Plattville as described in Paragraph (2) above and in accordance with the procedures attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Plattville, and apply them to all properties located within the municipal boundaries of the Village of Plattville.

4) In addition to the consideration addressed in Paragraph 3 above, the Village of Plattville shall be responsible for all costs associated with the enforcement of the Zoning Ordinance of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Ordinance for cases within the boundaries of the Village of Plattville. At the written request of the Village of Plattville, Kendall County shall provide an estimated cost for investigating individual alleged violations. Upon approval of the cost estimate by the Village of Plattville, Kendall County will conduct the necessary investigation and bill the Village of Plattville accordingly. The Village of Plattville shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Plattville as provided herein.

5) The Village of Plattville shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its past, present, and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, expenses, and costs relating thereto, including, but not limited to, attorney's fees and other legal expenses, which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.

6) That the Village of Plattville shall secure, pay for, and maintain throughout the period during which services are provided under this Agreement, auto liability and general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

7) That this Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, subject to annual renewal by the parties at least 30 days before the anniversary date each year, said renewal to be in writing.

8) This Agreement may be terminated by either party upon 30 days written notice to the other party.

9) This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

10) 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.

11) The County of Kendall and the Village of Plattville each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

12) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit.

13) This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

14) Nothing contained in this Agreement, nor any act of Kendall County or the Village pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Village. Further, nothing in this agreement should be interpreted to give Kendall County or the Village any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.



15) Any notice from either party to the other party hereto shall be in writing and shall be deemed served if mailed by prepaid certified mail addressed as follows:

Kendall County Administrator  
111 West Fox Street  
Yorkville, Illinois 60560

Village of Plattville  
P.O. Box 1173  
Yorkville, Illinois 60560

16) Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the Village or Kendall County in any respect beyond the matters agreed upon in this agreement, including, but not limited to their powers and duties.

VILLAGE OF PLATTVILLE

COUNTY OF KENDALL

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_  
Chairman of Kendall County Board

ATTEST: \_\_\_\_\_  
Village Clerk

ATTEST: \_\_\_\_\_  
Kendall County Clerk

## **Exhibit A**

### **Procedure for Processing Zoning & Subdivision Cases For The Village Of Plattville Under County/Municipal Intergovernmental Agreement**

Under the terms of the intergovernmental Agreements executed between the Village of Plattville and Kendall County, the County PBZ staff as well as the Kendall County ZPAC, Concept Review Committee, Regional Planning Commission, and Zoning Board of Appeals, will serve as the municipal staff and the municipal recommending bodies in providing the Village Board with recommendations on applications for zoning map amendments, Special Uses, subdivision plat approvals and zoning variance requests involving properties within the corporate boundaries or proposed for annexation into the corporate boundaries of the municipality. In each instance, the Village Board of the municipality shall be responsible for acting on the recommendations supplied and adopting any related ordinances approving such requests. The following outline shall be followed when filing and processing such applications:

1. Pre-Application Meeting:

Prior to the submission of any applications, the petitioner shall schedule a joint “pre-application” meeting with County staff and representatives of the affected municipality to review the proposed request and provide preliminary feedback as well as guidance regarding the steps involved in the processing of the application.

2. Filing of an Application:

a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).

b.) Simultaneous to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village’s Official file on the matter.

3. Review and Processing of Zoning Map Amendments and Special Uses:

a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from

## Exhibit A

the affected municipality will be invited to participate as sitting members of the committee.

- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- f.) The County shall forward copies of the agenda, staff report and minutes of the ZPAC meeting to KCRPC as well as the Clerk of the affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the Regional Plan Commission, petitions involving a zoning map amendment shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the zoning matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- j.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior

## Exhibit A

to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

- k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- l.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- o.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to the ZBA as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- r.) The County shall post copies of the agenda as required per County policies.
- s.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.

## Exhibit A

- t.) Following review and recommendation by the ZBA, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
- w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

#### 4. Review and Processing of Preliminary and Final Subdivision Plats:

- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

## Exhibit A

- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All required notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner.
- f.) The County shall forward copies of the agenda, staff report and a copy of the minutes of the ZPAC meeting to the KCRPC as well as the Clerk of affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the KCRPC, PBZ staff will prepare a report to the appropriate Village Board summarizing all of the recommendations and actions taken by each of the review and recommending bodies.
- j.) In addition to the summary the report, PBZ staff will prepare a draft ordinance approving the requested Preliminary and/or Final Plat for action by the Village Board. The summary report and draft ordinance shall NOT be forwarded to the appropriate Village Clerk for scheduling of the matter for action by the Village Board until such time as formal approval of the related preliminary and/or final engineering plans and or other supporting documents or agreements has been granted.
- k.) Once these approvals are received, PBZ staff will forward the summary report and draft ordinance in addition to a copy of the minutes of the KCRPC meeting to the appropriate Village Clerk along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.

## **Exhibit A**

- l.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.
- m.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- n.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

### 5. Review and Processing of Zoning Variance:

- a.) Zoning Variances shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- b.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- c.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- d.) The County shall prepare and forward copies of the agenda and staff report to the ZBA as well as the Clerk of affected municipality for filing along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application.
- e.) The County shall post copies of the agenda as required per County policies.
- f.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- g.) Following review and recommendation by the ZBA, the PBZ staff will forward a report summarizing the findings and recommendations made by ZBA along with copies of any related plans, documents or supporting information submitted to the

## **Exhibit A**

county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.

- h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- i.) The Village Clerk shall be responsible for the preparation and posting of Board's Agenda.
- j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.





**ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOC.  
POSITION SCHEDULE**

**Member:** VILLAGE OF PLATTVILLE  
**Agreement #:** 0607A0831  
**Inception:** 6/25/2007  
**Member #:** 0500860  
**Size:** A

<b>POS#</b>	<b>Principal</b>	<b>Position</b>	<b>Guarantee Amount</b>	<b>Effective Date</b>
01	June McCord	Village President	\$50,000	1/1/2020 - 1/1/2021
02	Beth Fals	Village Clerk	\$50,000	1/1/2020 - 1/1/2021
05	Beth Fals	Village Treasurer	\$50,000	1/1/2020 - 1/1/2021

**COUNTY OF KENDALL, ILLINOIS**  
**RESOLUTION 20 – \_\_\_\_\_**

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

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

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

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

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

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

Section 1. That Kendall County finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Office of Intermodal Project Implementation, Department of transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2021 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Kendall County.

Section 3. That while participating in said operating assistance program, Kendall County will provide all required local matching funds.

Section 4. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County such application.

Section 5. That the Kendall County Board acknowledges the Acceptance of Special Warranty, and understands as a condition of receipt of funds under 49 U.S.C. 5311 funds, that 49 U.S.C. 5311(b) requires fair and equitable arrangement must be made to protect the interest of employees affected by assistance.

Section 6. That the Kendall County Board Chairman of the Kendall County Kendall County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 7. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2021.

Section 8. That the Kendall County Administrator of Kendall County is authorized to furnish such additional 2021 information as may be required by the Office of intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 9. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2021.

PRESENTED and ADOPTED by the County Board, this 16 day of June 2020.

Approved:

Attest:

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Scott R. Gryder, County Board Chairman

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Debbie Gillette, County Clerk and Recorder



**Prepared for: James Smiley, Director, Kendall County Facilities**  
Yorkville, IL 60560  
Email: [jsmiley@county.kendall.il.us](mailto:jsmiley@county.kendall.il.us)

---

**2020 Transit Connect Cargo Van LWB XL (S7E)**

Price Level: 15

---



**Client Proposal**

Prepared by:  
Michael Allison  
Office: 630-925-7584  
Quote ID: S7EKendall  
Date: 06/11/2020



Mike Allison | 2600 US Rte 34 East, Sandwich, Illinois, 60548  
Office: 630-925-7584

**Prepared for: James Smiley**

Director, Kendall County Facilities

Prepared by: Michael Allison

06/11/2020



Mike Allison | 2600 US Rte 34 East Sandwich Illinois | 60548

**2020 Transit Connect Cargo Van LWB XL (S7E)**

Price Level: 15 | Quote ID: S7EKendall

**Pricing Summary - Single Vehicle**

**MSRP**

*Vehicle Pricing*

Base Vehicle Price	\$25,275.00
Options & Colors	\$225.00
Upfitting	\$3,400.00
Destination Charge	\$1,295.00

**Subtotal** \$30,195.00

*Pre-Tax Adjustments*

**Description**

Kendall County Discount -\$2,744.40

**Total** \$27,450.60

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

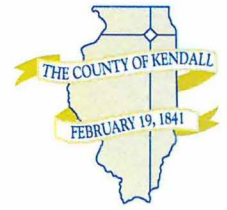
Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.



# KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff  
1102 Cornell Lane Yorkville Illinois 60560  
Phone: 630-553-7500 Fax: 630-553-1972  
www.co.kendall.il.us/sheriff



## 6- Month Report

December 01, 2019 - May 31, 2020

<b><u>OPERATIONS DIVISION</u></b>	Total	Average
Calls for Service	3,834	639
Police Reports	1,820	303
Total Arrests	373	62
Traffic Contacts	4,119	687
Traffic Citations Issued	1,079	180
DUI Arrests	29	5
Total Crash Investigations	289	48
Total Miles Driven by Sheriff's Office	360,296	60,049

<b><u>RECORDS DIVISION</u></b>	Total	Average
Sales Conducted	38	6
Papers Served/Executed	608	101
SA, Subpoena & FOIA Requests	868	145
Total Warrants Served	322	54
Evictions Conducted	21	4
Civil Process Fees	\$24,585	\$4,097
Sheriff Sales Fees	\$26,400	\$4,400
Records Fees/Fingerprinting	\$1,440	\$240
Bond Processing Fees	\$4,602	\$767

<b><u>CORRECTIONS DIVISION</u></b>	Total	Average
New Intake Bookings	918	153
Federal Inmate ADP		77
Kendall County Inmate ADP		62
Other Jurisdictions Inmate ADP		5
Average Daily Population		144
Amount Invoiced for Inmates Housed for Other Juris.	\$59,040	\$9,840
Amount Invoiced for Federal Housing	\$1,122,240	\$187,040
Amount Invoiced for Federal Court Transport	\$44,866	\$7,478
Amount Invoiced for Federal Medical Transport	\$16,990	\$2,832

Ready to Protect, Proud to Serve

<b><u>COURT SECURITY</u></b>	Total	Average
Entries	56,283	9,381
Items X-rayed	19,452	3,242
Kendall Prisoners	357	60
Other Prisoners	103	17
Arrests made at Courthouse	115	19
Contraband Refused	340	57

<b><u>KCSO TRAINING</u></b>	Total	Average
Corrections Division	612	102
Operations Division	1395	233
Court Security	176	29
Records Division	28	5

**6 – Month Budget Results**

Sheriff's Budget	\$6,163,317	Corrections Budget	\$4,964,965
Year to Date	\$3,035,068	Year to Date	\$2,335,420
Balance	\$3,128,249	Balance	\$2,629,545
Percent	49.2%	Percent	47.0%

Submitted by \_\_\_\_\_



Sheriff Dwight A. Baird

STATE OF ILLINOIS  
COUNTY OF KENDALL

- FILED -

JUN 08 2020



COUNTY CLERK  
KENDALL COUNTY



<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>5/1/20-5/31/20</b>	<b>5/1/19-5/31/19</b>	<b>5/1/18-5/31/18</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
CLKFEE	County Clerk Fees	\$972.50	\$787.50	\$747.50
MARFEE	County Clerk Fees - Marriage License	\$990.00	\$1,950.00	\$1,950.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$45.00		
CRTCOP	County Clerk Fees - Certified Copy	\$724.00		
NOTARY	County Clerk Fees - Notary	\$315.00		
MISINC	County Clerk Fees - Misc	\$15.00	\$1,663.50	\$2,096.00
	County Clerk Fees - Misc Total	\$3,061.50	\$4,401.00	\$4,793.50
RECREE	County Clerk Fees - Recording	\$32,715.00	\$26,878.00	\$24,833.00
	Total County Clerk Fees	\$35,776.50	\$31,279.00	\$29,626.50
CTYREV	County Revenue	\$26,861.25	\$41,017.00	\$42,949.00
DCSTOR	Doc Storage	\$19,215.50	\$15,676.50	\$14,931.50
GISMAP	GIS Mapping	\$60,810.00	\$26,468.00	\$25,215.00
GISRCD	GIS Recording	\$4,054.00	\$3,310.00	\$3,153.00
INTRST	Interest	\$26.93	\$16.17	\$24.74
RECMIS	Recorder's Misc	\$619.00	\$3,539.00	\$3,194.00
RHSP	RHSP/Housing Surcharge	\$17,505.00	\$14,175.00	\$13,455.00
TAXCRT	Tax Certificate Fee	\$640.00	\$1,040.00	\$1,280.00
TAXFEE	Tax Sale Fees		\$35.00	\$90.00
PSTFEE	Postage Fees		\$0.00	\$0.00
CK # 18953	To KC Treasurer	\$165,508.18	\$136,555.67	\$133,918.74
Death Certificate Surcharge sent from Clerk's office \$964.00 ck # 18951				
Dom Viol Fund sent from Clerk's office \$165.00 ck 18952				

# Office of Jill Ferko

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

## **Kendall County General Fund**

### QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR SIX MONTHS ENDED 05/31/2020

<u>REVENUES*</u>	Annual <u>Budget</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>	2019 YTD <u>Actual</u>	2019 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$236,005	60.51%	\$257,450	69.58%
State Income Tax	\$2,300,000	\$1,316,979	57.26%	\$1,497,559	67.41%
Local Use Tax	\$700,000	\$467,137	66.73%	\$410,432	59.92%
State Sales Tax	\$550,000	\$303,040	55.10%	\$260,128	47.30%
County Clerk Fees	\$325,000	\$195,512	60.16%	\$144,079	44.33%
Circuit Clerk Fees	\$1,350,000	\$565,178	41.87%	\$317,788	39.72%
Fines & Foreits/St Atty.	\$300,000	\$147,714	49.24%	\$109,929	33.82%
Building and Zoning	\$68,000	\$43,444	63.89%	\$31,031	45.63%
Interest Income	\$200,000	\$117,582	58.79%	\$155,139	103.43%
Health Insurance - Empl. Ded.	\$1,266,656	\$617,556	48.75%	\$605,796	47.87%
1/4 Cent Sales Tax	\$3,105,000	\$1,548,480	49.87%	\$1,493,058	48.09%
County Real Estate Transf Tax	\$425,000	\$261,760	61.59%	\$183,469	43.17%
Federal Inmate Revenue	\$2,044,000	\$1,131,520	55.36%	\$1,084,725	67.01%
Sheriff Fees	\$170,000	\$52,566	30.92%	\$83,159	46.89%
<b>TOTALS</b>	<b>\$13,193,656</b>	<b>\$7,004,471</b>	<b>53.09%</b>	<b>\$6,633,744</b>	<b>54.89%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,324,000</b>	<b>\$2,670,982</b>	<b>50.17%</b>	<b>\$2,619,659</b>	<b>50.19%</b>
<b>Transportation Sales Tax</b>	<b>\$6,000,000</b>	<b>\$2,670,982</b>	<b>44.52%</b>	<b>\$2,619,659</b>	<b>52.39%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 6 months the revenue and expense should at 50.00%

## EXPENDITURES

All General Fund Offices/Categories

<b>\$29,562,287</b>	<b>\$13,643,904</b>	<b>46.15%</b>	<b>\$13,077,339</b>	<b>45.75%</b>
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**KENDALL COUNTY CORONER**  
 ————— JACQUIE PURCELL —————

Description	**	May 2020	Fiscal Year-to-Date	May 2019
Total Deaths		39	204	21/140
<b>Natural Deaths</b>		38	193	19/133
<b>Accidental Deaths</b>		1	7	1/1
<b>Pending</b>		0	0	0/0
<b>Suicidal Deaths</b>		0	4	0/3
<b>Homicidal Deaths</b>		0	0	0/0
<b>Toxicology</b>		1	14	2/8
<b>Autopsies</b>		1	12	2/8
<b>Cremation Authorizations</b>		25	126	11/67
<b>Scenes Responded to:</b>		<b>Transported by Coroner's Office:</b>		<b>External Examinations:</b>
2		1		1

\*\*

(A):

1. 05/17/2020 – Plano – 35yo, Female, Overdose Death

**PERSONNEL/OFFICE ACTIVITY:**

1. No Report

**COVID-19 (Pandemic Response) Deaths WITHIN Kendall County:**

1. 04/29/2020 – 95yo, Male, Yorkville, Facility
2. 05/02/2020 – 86yo, Female, Oswego, Facility
3. 05/06/2020 – 91yo, Female, Yorkville, Facility
4. 05/09/2020 – 89yo, Female, Oswego, Facility

There were also two (2) deaths reported to the office where the subject's cause of death was NOT listed as COVID-19, however, the person did test Positive (+) for COVID-19 at the time of death:

- 05/05/2020, 84, Female, Oswego, Facility
- 05/11/2020, 89, Female, Oswego, Facility

————— CARORUM AD CURAM —————

**Attachment E to Master Agreement**

**Ameren Customers**

The following shall be applicable to Ameren customers serviced under the Master Agreement.

The definition of “Commonwealth Edison” or “ComEd” or “Electric Utility” shall, in addition to Commonwealth Edison Utility Company, also include Ameren as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium Cities. Throughout the Master Agreement, references to ComEd, where appropriate, shall encompass Ameren.

In addition to the recitations of Attachment A of the Master Agreement, Vendor will provide a **\$1,200 civic fee** for the Ameren portion of the County per twelve (12) months of the Term.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date written below.

**ELIGO ENERGY IL, LLC**

**KENDALL COUNTY, ILLINOIS**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Fee Agreement

This Agreement is made this 1st day of July, 2020, between KENDALL COUNTY, ILLINOIS, a unit of local government with its principal office located at 111 West Fox Street, Yorkville, IL 60560 hereinafter referred to as the “Client”, and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as “Horton”.

WHEREAS, Horton, together with its affiliated entities (its “Affiliates”), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, the Client desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of July 1, 2020, and shall remain in effect until July 1, 2023, unless earlier terminated as hereinafter provided.
2. Complete fee structure by insurance policy and service category is illustrated in the Fee-Based Pricing Proposal (the “Fee”), attached to this Agreement as Appendix B and incorporated by reference herein. The Fee shall be compensation for the services performed by Horton as described in the attached Fee-Based Pricing Proposal.

The Brokerage Services monthly fee set forth in Appendix B shall be earned and paid on a monthly basis in which services are performed by Horton. Horton will issue an invoice to Client on, before or around the 1<sup>st</sup> of each month under the Agreement starting on July 1, 2020. Payment shall be made by the Client in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 5050/1 et seq.).

3. The Fee is in addition to standard agent commissions normally paid to Horton by the Vision, Voluntary Critical Illness and Voluntary Accident insurance carriers involved. Should Client add additional voluntary, supplemental, retiree programs, or the life, the Fee would be in addition to standard agent commission normally paid to Horton by the related insurance carriers.

The Fee is in lieu of standard agent commissions normally paid to Horton by the Medical/RX, Dental, Life and Voluntary Life insurance carriers involved.

Horton may receive additional compensation from the insurance companies or vendors, including wellness partners, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, Horton is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.

4. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. It is understood that this Agreement is open to review at any time by either party, but this Agreement may not be modified except in writing acknowledged by both Client and Horton. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written

# Fee Agreement

consent of the other party. Either party may terminate this Agreement at any time by providing at least ninety (90) calendar days advance written notice to the other party. In the event this Agreement is terminated early by either party, all unearned amounts of the Fee previously paid to Horton will be refunded to the Client based on a pro rata calculation on the effective date of termination. So, for example, if Client paid the first 90 days of the Fee, and Client terminated the agreement on the 76<sup>th</sup> day after the parties execution of the Agreement, Horton would refund to Client the pro rata share of its unearned Fee, which would be the equivalent of 15 days of the Fee.

5. This Agreement covers only those specifically listed services set forth in Appendix B and the Client's current level of underlying operations. In the event the Client increases or alters its operations in such a way that substantially and materially expands the scope of services set forth in Appendix B, any extra fees for such additional services requested or required by the Client shall be separately negotiated and must be pre-approved in writing by the Client.
6. (a)
  - I. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions, which can be given effect without the invalid provision. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
  - II. Horton shall indemnify, hold harmless and defend with counsel of Client's own choosing, Client, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgements, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature to the extent such claims result from the professional negligence of Horton and/or Horton's Affiliates. Nothing contained herein shall be construed as prohibiting the Releasees at its own expense from defending through the selection and use of their own agents, attorneys and experts, any claims suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees unless the attorney has been approved by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Horton's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
  - III. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Client is required to take legal action to enforce performance at any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Client is required to use the services of an attorney, then Client shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Client pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

# Fee Agreement

- IV. Client and/or Horton's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- V. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or courier service and received in the case of notice to Client, Attention: Kendall County Clerk, 111 West Fox Street, Yorkville, IL 60560, with a copy sent via regular mail to Kendall County State's Attorney, 807 West John Street, Yorkville, IL 60560. And, in the case of Horton, to: BFKPN Corporate Services, Inc., 200 West Madison Street Suite 3900, Chicago, IL 60606, with a copy sent via regular mail to: Dan Horton, The Horton Group, Inc., 10320 Orland Parkway, Orland Park, IL 60467.

(b)

- I. Horton and its Affiliates agree to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required to conduct business in the state, municipality, county and location.
- II. Horton, its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- III. Horton certifies that Horton, its parent companies, subsidiaries, and Affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/3E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 830 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Horton further certifies by signing the Agreement that Horton, its parent companies, subsidiaries and Affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.: and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Horton made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the company been so convicted nor made such an admission.
- IV. Both parties affirm that Client's elected officials do not have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, or, if any of the Client's elected officials do have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

# Fee Agreement

KENDALL COUNTY

THE HORTON GROUP, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Horton Group is an Equal Employment Opportunity Employer





# Appendix B

**HORTON**

**Provide desired contract length and Proposer compensation for broker services.**

Service Categories	Compensation Structure
<p>Services include Strategic Planning and Market Insight Capabilities; Financial &amp; Benefit Analytics; Human Resource Services &amp; Employee Assistance; Human Resource Communications &amp; Administration, Compliance Oversight; Workplace Wellness</p> <p><b>Lines of Coverage</b></p> <ul style="list-style-type: none"> <li>• <b>Medical &amp; Rx</b></li> <li>• <b>Dental</b></li> <li>• <b>Life</b></li> <li>• <b>Voluntary Life</b></li>   <li>• <b>Voluntary Critical Illness</b></li> <li>• <b>Voluntary Accident</b></li> <li>• <b>Vision</b></li> <li>• <b>New programs like retiree carve-out (if applicable)</b></li> </ul> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• <b>Horton Wellness Advisory Solutions</b></li> </ul>	<p>Year 1: \$3,350 per month billed monthly</p> <p>Year 2: \$3,517 per month billed monthly</p> <p>Year 3: \$3,693 per month billed monthly</p> <p>-----</p> <p>Standard carrier commissions apply and are fully disclosed</p> <p>-----</p> <p>Included</p>

Strategic Planning & Market Insight Capabilities	Included
<p>Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Board Room for intermediate and long-term planning in the following areas:</p> <ul style="list-style-type: none"> <li>• Benefit Philosophy Development</li> <li>• Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts</li> <li>• Market Trends and Forecasting</li> <li>• Benchmarking Analytics: Benefit Design, Cost Sharing &amp; Claims</li> <li>• Cost Containment Strategies</li> <li>• Contribution Cost Share Strategies, including</li> <li>• Eligibility Management: Working Spouse Carve-Out Provision, Medicaid, COBRA Eligible Outplacement &amp; Eligibility Audits</li> <li>• Private Health Insurance Exchange Options</li> <li>• High Deductible Health Plan (HDHP) Strategies, including Transparency Tools</li> <li>• Voluntary Worksite Benefit Strategies, including HDHP Gap Planning</li> <li>• Worksite Wellness / Safety Programs</li> <li>• Alternate Funding Techniques (Self-Funding &amp; Captives)</li> <li>• Alternative Networks (Narrow Networks)</li> <li>• Pharmacy Strategies</li> </ul>	<p><i>Our initial discovery is an assessment of Kendall County's existing plan performance and working with the leadership team to establish a 3-5 year outlook/strategy.</i></p>

Financial & Benefit Analytics	Included
<p><b>Report Plan Performance – Quarterly Aggregate Reporting</b></p> <ul style="list-style-type: none"> <li>• Report is delivered by the 25<sup>th</sup> – 30<sup>th</sup> of each month, e.g., March month-end is delivered between April 25<sup>th</sup> – April 30<sup>th</sup>.</li> <li>• Overall Plan Performance</li> <li>• Plan Costs vs. Expected vs. Maximum (per capita)</li> <li>• Industry or carrier benchmarks (where available)</li> <li>• Key Performance Indicators</li> <li>• High-Cost Claimants</li> </ul> <p><b>Ongoing Assessment &amp; Reporting Capabilities</b></p> <ul style="list-style-type: none"> <li>• Review Benefit Plan Strategy</li> <li>• Executive Healthcare Summary – (Provided 2x Per Year)</li> <li>• Plan Performance &amp; Financial Benchmarking</li> <li>• Big Data Analysis - Decision Master Warehouse or Carrier Equivalent</li> <li>• Mid-Year Renewal Forecast</li> <li>• Plan Design Benchmarking and Analytics</li> <li>• Renewal Forecasting and Suggested Plan Alternatives, e.g., plan design, employee cost sharing, product, carrier, network</li> <li>• Provider Network Utilization - Discount Analysis</li> <li>• Contribution Modeling and ACA Compliance</li> <li>• Medical Utilization Containment Strategies</li> <li>• Rx Utilization and Containment Strategies</li> <li>• PBM Carve Out and Supplement Analysis</li> <li>• Shock Claim Review</li> <li>• Actuarial Evaluation of Plan Designs using HHS AV Calculator (1x Per Year)</li> </ul>	
Planned On-Site Meetings	Included
<p><b>Initial Discovery Meetings</b></p> <ul style="list-style-type: none"> <li>• Our initial discovery is an assessment of The Kendall County’s existing plan performance and working with the leadership team to establish a Benefit Philosophy, including a 3-5 year outlook/strategy.</li> </ul> <p>=====</p> <p><b>After Q1 – Plan Performance &amp; Post Renewal Results</b></p> <p><b>After Q2 – Plan Performance &amp; Pre-Renewal Strategy Meeting</b></p> <p><b>After Q3 – Plan Performance &amp; Renewal Meeting</b></p> <ul style="list-style-type: none"> <li>• Prepare RFPs to Analyze and Compare Market</li> <li>• Negotiate Renewals and Market Pricing with Carriers/Vendors</li> <li>• Present Findings and Market Analysis</li> <li>• Contribution Cost Share Modeling</li> </ul> <p><b>After Q4 - Plan Year End</b></p>	

<ul style="list-style-type: none"> <li>• Executive Healthcare Cost Analysis - year-end closeout showing plan performance plus             <ul style="list-style-type: none"> <li>• Big Data Analysis - Decision Master Warehouse Report: Medical &amp; Rx</li> <li>• Demographic Review</li> <li>• Plan Costs vs. Expected vs. Maximum (per capita)</li> <li>• Industry or carrier benchmarks (where available)</li> <li>• Plan administrative costs (per capita)</li> <li>• High-cost claimants</li> <li>• Utilization by service type (professional, in-patient, out-patient, pharmacy and specialty pharmacy)</li> <li>• Office visits per thousand</li> <li>• Emergency room visits per thousand and cost</li> <li>• Medical diagnostic categories</li> <li>• Top 10 pharmacy charges</li> <li>• RX review – generic, mail order, specialty drug usage</li> <li>• Year-end summary of plan and contribution changes</li> <li>• Year-end summary of member migration and analysis of cost impact</li> <li>• Utilization Containment Strategies</li> <li>• ThinkHR Utilization Report</li> </ul> </li> </ul> <p><b>Wellness Screening Reports (If Applicable)</b></p> <ul style="list-style-type: none"> <li>• Wellness Screening Summary and Forecast</li> <li>• Horton Health Initiatives Integration Report</li> </ul>	
<p><b>Additional Services – Financial</b></p>	<p><b>Not Included</b></p>
<p><b>Third Party Services if needed</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Actuarial Services (Beyond HHS AV Calculator Evaluation)</li> <li><input type="checkbox"/> Subrogation Services</li> <li><input type="checkbox"/> Claim Audits</li> </ul>	<p><i>Additional cost is directly from the selected vendors</i></p>
<p><b>Human Resource Services &amp; Employee Assistance</b></p>	<p><b>Included</b></p>
<p><b><u>Eligibility Management Assistance</u></b></p> <ul style="list-style-type: none"> <li>• Determining Full-Time Status</li> <li>• Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility</li> <li>• Documentation Requirements</li> <li>• Contribution Strategies</li> </ul> <p><b><u>Employer Services:</u></b></p> <p><b>Claims, Billing, Eligibility Assistance and Benefit Education &amp; Communication</b></p> <ul style="list-style-type: none"> <li>• <b><u>Designated</u></b> Horton Employee Claims Advocate for Kendall County</li> <li>• Healthcare Literacy</li> <li>• Benefit Alerts</li> </ul>	

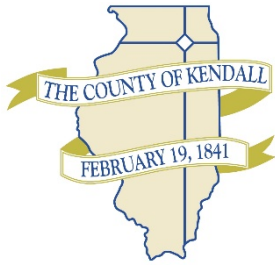


<ul style="list-style-type: none"> <li>• Compliance – Legislative Alerts</li> <li>• Horton Health Initiatives Newsletter</li> </ul> <p><b>HR Benefits Portal – ThinkHR Hotline for questions 8 am – 7 pm CST</b></p> <ul style="list-style-type: none"> <li>• Train the Trainer Seminars</li> <li>• HR-related articles</li> <li>• Access to a community of HR Professionals</li> </ul> <p><b>Horton Learning Center</b></p> <ul style="list-style-type: none"> <li>• Employee Focused “Know Your Benefits” and “Consumerism” Education</li> <li>• Assurex Global / Horton Webinars</li> <li>• Horton Future Forum Seminars</li> </ul>	
<p><b>Human Resource Communications &amp; Administration</b></p>	
<p><b><u>Employee Benefit Communications and Services:</u></b></p> <ul style="list-style-type: none"> <li>• Webcast &amp; On-Site Open Enrollment Meetings</li> <li>• Custom PowerPoint Presentations</li> <li>• Benefit Summary Guide Design</li> <li>• Custom Employee Compensation Benefit Statements</li> <li>• Video Benefit Tutorials &amp; Video Benefit Library</li> </ul> <p><i>On-site Open Enrollment Meetings will be discussed and agreed to in advance no later than the Q3 renewal meeting to accommodate 4<sup>th</sup> quarter scheduling.</i></p>	<p><i>Additional costs for printing, shipping or mailing, is direct from the selected vendor(s).</i></p>
<p><b>Compliance Oversight</b></p>	
<p><b>Help Kendall County with the following compliance items:</b></p> <ul style="list-style-type: none"> <li>• Model Notices (such as Medicare Part D Credible Coverage, CHIPRA, etc.)</li> <li>• FSA / H.S.A. Programs</li> <li>• Section 125 (Pre-Tax)</li> <li>• Affordable Care Act (ACA)</li> <li>• Employer Mandate - 1095 and 1094 Reporting</li> <li>• Plan Document and Group Policy/SPD/Certificate Review</li> <li>• SPD Wrap Document (outside service)</li> <li>• Agency Engagement in Health Care Legislation on State and Federal Level</li> <li>• FMLA</li> <li>• PCORI Tax Calculation and filing instructions</li> <li>• Reinsurance Tax Calculation and filing instructions</li> <li>• HIPAA &amp; HIPAA Privacy</li> <li>• COBRA Administration (outside service)</li> </ul>	<p><i>Additional costs from selected vendor(s), providing an F.S.A., or H.S.A. Bank are not included.</i></p>

Workplace Wellness	Included
<p><b>Initial Workplace Wellness Assessment</b></p> <p><b>Define Key Objectives &amp; By-laws</b></p> <ul style="list-style-type: none"> <li>• Three Year Strategic Plan Timeline</li> <li>• Incentive Contribution Modeling</li> <li>• Organize and Initiate Wellness Committee</li> <li>• Health Improvement Incentive Options</li> <li>• Employee Wellness Communication: Materials and Meetings</li> </ul> <p><b>Help Implement The Fundamentals</b></p> <ul style="list-style-type: none"> <li>• Health Assessment</li> <li>• Health Management Education</li> <li>• Engage Activities</li> <li>• Develop Incentives and Rewards</li> </ul> <p><b>Wellness Screening Reports</b></p> <ul style="list-style-type: none"> <li>• Wellness Screening Summary and Forecast</li> <li>• Horton Health Initiatives Integration Report</li> </ul>	
Additional Services – Wellness	Included
<p><b>Help Schedule and Organize:</b></p> <p><b>Health and Wellness Related Programs:</b></p> <ul style="list-style-type: none"> <li>• Biometric Screenings</li> <li>• Flu Shots (these costs vary by participation but can be paid by the plan)</li> <li>• BMI / Tanita Scale Readings</li> <li>• Stroke Screening</li> <li>• Learn at Lunch Seminars</li> <li>• Health Coaching</li> <li>• Nurse Hot Line</li> <li>• Doctor On Site</li> <li>• EAP Services</li> </ul>	<p><i>Any additional costs are directly from the selected vendor(s) for their services. For example, a screening vendor will bill Kendall County directly for these negotiated services.</i></p>
Additional Expertise Available Through Horton	Included
<p><b>WORKSITE - Voluntary Benefits</b></p> <p>The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability, supplemental vision, dental and high deductible health plan gap plans including, critical illness and accident insurance.</p>	<p><i>Standard carrier commissions apply</i></p>

<p><b>Personal Lines</b></p> <p>Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net-worth individuals.</p>	<p><i>Standard carrier commissions apply</i></p>
<p><b>Property &amp; Casualty / Risk Management Services</b></p> <p>Horton Risk Management Services provides property, general liability, automobile, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.</p>	<p><i>Negotiated fees or standard carrier commissions apply</i></p>
<p><b>Safety Consulting and Loss Control</b></p> <p>From employee orientation and training to job site inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation.</p>	<p><i>Negotiated fees – typically an hourly billed rate</i></p>
<p><b>Financial Wellness</b></p> <p>By partnering with HPM Partners, Horton has deepened our resources to include ERISA expertise and can assist organizations with their retirement services to maximize the organization's fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees. There are three key pillars to our service platform: Fiduciary Oversight, Investment Advisory, Financial Wellness Coaching &amp; Ongoing Plan Review.</p>	<p><i>Negotiated fees or standard vendor basis points apply</i></p>





# Kendall County Agenda Briefing

**Committee:**

**Meeting Date:**

**Amount:**

**Budget:**

**Issue:**

**Background and Discussion:**

**Committee Action:**

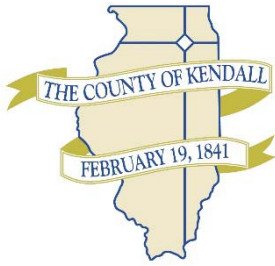
**Staff Recommendation:**

**Prepared by:**

**Department:**

**Date:**





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** June 8, 2020

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 20-11 Request from the Kendall County Planning, Building and Zoning Committee to Repeal and Replace Resolution 2009-22 Pertaining to the Composition of the Kendall County Stormwater Management Planning Committee by Making the Composition of the Stormwater Management Planning Committee Equal Between the County Board Districts

## **Background and Discussion:**

State law (55 ILCS 5/5-1062.2) allows certain counties, including Kendall County, to establish Stormwater Planning Committees. Per State law, a Stormwater Planning Committee's primary purpose is to develop a Stormwater Management Plan. State law also requires equal membership between County Board Districts on Stormwater Planning Committees.

Presently, there are three (3) County Board representatives from District 1, three (3) municipal representatives from District 1, two (2) County Board representatives from District 2, and two (2) municipal representatives from District 2 on the Stormwater Planning Committee for a total of ten (10) members.

This proposal increases membership by adding one (1) additional County Board member from District 2 and adding one (1) additional municipal member from District 2. The total membership on the Stormwater Planning Committee would increase from ten to twelve (10-12).

No plans presently exist to update or amend the Kendall County Stormwater Plan.

## **Committee Action:**

PBZ Committee-Approval (4-0-1)

## **Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, Senior Planner, AICP

**Department:** Planning, Building and Zoning Department

**Date:** June 8, 2020

**RESOLUTION 2020-\_\_\_\_\_**  
**A RESOLUTION RESCINDING RESOLUTION 2009-22 AND**  
**ESTABLISHING A STRUCTURE FOR A COUNTYWIDE**  
**STORMWATER PLANNING COMMITTEE**

WHEREAS, 55 ILCS 5/5-1062.2 grants the Kendall County Board the authority to create and establish countywide stormwater management authority within Kendall County; and

WHEREAS, said act provides for the creation of a Stormwater Management Planning Committee who will be responsible for accomplishing the following items in establishing said countywide stormwater authority:

1. To consolidate the existing county and municipal stormwater management framework into a united, countywide structure.
2. To set minimum standards for floodplain and stormwater management in the County.
3. To prepare a countywide plan for the management of stormwater runoff, including the management of natural and man-made drainage ways; and

WHEREAS, 55 ILCS 5/5-1062.2 requires that the Planning Committee be comprised of an equal number of County and Municipal representatives from each County Board District and such other members as may be determined by the County and Municipal officials; and

WHEREAS, on October 6, 2009, the Kendall County Board adopted Resolution 2009-22, which established a basic framework for the membership of said Committee; and

WHEREAS, on March 9, 2020, the Kendall County Planning, Building and Zoning Committee initiated an amendment to the composition of the Stormwater Planning Committee by having an equal number of County and Municipal representatives from each County Board District; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY ILLINOIS**, as follows:

Resolution 2009-22 is rescinded and the provisions therein are replaced as follows:

The Kendall County Board hereby establishes in accordance with the provisions of 55ILCS 5/5-1062.2 a Stormwater Management Planning Committee to oversee the consolidation of the existing County and Municipal stormwater management framework into a united, countywide structure along with the establishment of a set minimum standards for floodplain and stormwater management in the County and preparation of a countywide plan for the management of stormwater runoff, including the management of natural and man-made drainage ways. Said Committee shall consist of twelve (12) voting members to be comprised of three (3) County Board and three (3) municipal representatives within District 1 and three (3) County Board and three (3) municipal representatives within District 2. Pursuant to the governing statutes, the County representatives shall be appointed by the County Board Chair. Municipal members from each County Board District shall be appointed by a majority vote of the mayors of those municipalities that have the greatest percentage of their respective populations residing in that County Board District. Additional members may be appointed to serve on the Committee as either ex-officio (non-voting) or voting members as may be determined by the twelve (12) members of the Planning Committee in the adoption of the By-Laws setting forth the rules under which said Committee shall be governed. In accordance with the statutes, said Committee shall be required to meet at least quarterly and shall be required to hold at least one (1) public meeting during

the preparation of the Stormwater Management Plan prior to its submittal to the County Board.

*IN WITNESS OF*, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 16<sup>th</sup> day of June, 2020.

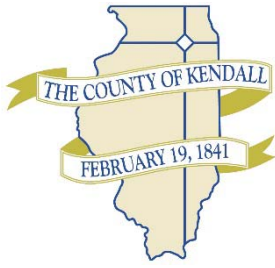
Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Scott R. Gryder



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** February 10, 2020

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 19-43 Request from the Kendall County Historic Preservation Commission for Amendments to the Kendall County Historic Preservation Ordinance

## **Background and Discussion:**

The Historic Preservation Commission recommends the following changes:

The definition of "historic district" to be the same as "preservation district" as defined by State law; Adds a definition of "Super Majority Vote" as at least three-fourths approval vote of the entire Kendall County Board; Removes the requirement for review of applications for demolition of structures older than fifty (50) years of age; Changes the administration authority to County-owned property only; Defines procedure for contacting property owners if the applicant is not the current owner. Correct typographic errors; Adds the Kendall County website as a location for publishing the map of all landmarks and districts; Defines post-demolition plans are required for properties in historic districts or for properties designated as landmarks; Article IV.3.B is divided into two (2) subsections. The remainder of Article IV.3 is re-lettered to reflect this division; Article IV.3.C (new) states that certain documents shall be submitted in cases of economic hardship only if requested by the Planning, Building and Zoning Department or the Preservation Commission; Article IV.3.D (new) deletes the requirement to offer to purchase properties in cases of economic hardship and re-letters the sub-section to reflect this deletion; Transfers the power to refuse to issue building permits as a penalty from the Planning, Building and Zoning Department to the court system or hearing officer; Sets a \$500 application fee and method for waiving fee; Sets a 5 year term for Commissioners and clarifies appointment method.

## **Committee Action:**

PBZ Committee-Approval of the proposal with an amendment establishing a Five Hundred Dollar (\$500) application fee; the fee could be waived by a majority vote of the Kendall County Historic Preservation Commission if requested by the property owner. Forward to COW (4-0-1).

## **Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, Senior Planner, AICP

**Department:** Planning, Building and Zoning Department

**Date:** June 12, 2020

**ORDINANCE # 2020-\_\_\_\_\_**

**AMENDMENTS TO THE KENDALL COUNTY HISTORIC PRESERVATION  
ORDINANCE PERTAINING TO DEFINITIONS, HISTORIC PRESERVATION  
COMMISSION POWERS AND AUTHORITIES, NOMINATION PROCEDURES OF  
LANDMARKS AND HISTORIC DISTRICTS, ALTERATION, CONSTRUCTION,  
DEMOLITION AND MAINTENANCE PROVISIONS, AND PENALTIES**

WHEREAS, 55 ILCS 5/Div. 5-30 allows counties to establish Historic Preservation Ordinances;  
and

WHEREAS, the Kendall County Board established the Kendall County Historic Preservation Ordinance through Ordinance 2006-67; and

WHEREAS, Article II, Section 2, of the Kendall County Historic Preservation Ordinance grants the Kendall County Historic Preservation Commission the authority to recommend changes to the Kendall County Historic Preservation Ordinance; and

WHEREAS, the Kendall County Historic Preservation Commission reviewed the provisions of the Kendall County Historic Preservation Ordinance at several of its meetings during 2019; and

WHEREAS, on January 21, 2020, the Kendall County Historic Preservation Commission recommended several amendments to the Kendall County Historic Preservation Ordinance to the Kendall County Board; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the amendments proposed to the Kendall County Historic Preservation Ordinance by the Kendall County Historic Preservation Commission at its meeting on February 10, 2020, and recommended approval with of these proposed amendments with the addition of a fee amendment; and

WHEREAS, the Kendall County Board has considered the recommendations of the Planning, Building and Zoning Committee and the Kendall County Historic Preservation Commission and has determined that said petition is in conformance with the provisions and intent of the Kendall County Historic Preservation Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, that the Kendall County Historic Preservation Ordinance be amended as follows:

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: Article I.2.U is amended by adding the following sentence to the end of the definition of *Historic District*:

“For the purposes of this definition, “historic district” shall be the same as “preservation district” as defined by State law.”

III. Amended Text: Article I.2 is amended by adding the following definition in the appropriate place alphabetically in the list of definitions:

“BB) *Super Majority Vote*: At least three-fourths approval of the vote of the entire Kendall County Board.”

IV. Amended Text: Article II.1.C is amended by deleting the present text and replacing it with the following:

“C) *Terms*. Terms of the initial members shall be staggered so that at least five serve respectively for the following terms: one for one year; one for two years; one for three years; one for four years; and one for five years. Any additional initial members shall also serve terms staggered in the same sequence. Successors to initial members so appointed shall serve for five year terms. All ex officio members shall serve the term of their elected or appointed office. All members shall serve until their successors are appointed. Vacancies shall be filled by the Kendall County Board from names submitted by the County Board Chair. Any preservation commission member may be removed by the County Board for cause, after public hearing.”

V. Amended Text: Article II.1.D is amended by deleting the present text of the first paragraph and replacing it with the following:

“D) *Officers*. Officers shall consist of a Chair, Vice-Chair and a Secretary. The Chair shall preside over meetings. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair. If both the Chair and the Vice-Chair are absent, a temporary Chair shall be elected by those present. One (1) of the members so appointed by the County Board shall be named as chairman at the time of appointment and other officers may be elected by the Preservation Commission. The Vice-Chair and Secretary shall serve a term of one (1) year and shall be eligible for re-election. No member shall serve as a Vice-Chair or Secretary in the same capacity for more than three (3) consecutive years. Once the member has served in the same capacity for three (3) years, a one (1) year hiatus from that office must be followed. The Chair shall ensure that the following duties are performed:”

VI. Amended Text: Article II.2.M is amended by deleting the present text and replacing it with the following:

“M) To review proposed amendments to zoning regulations and map amendments, applications for special uses or applications for zoning variations that affect any and all landmarks or historic districts. Proposed zoning amendments, applications for special use, or zoning variations that affect any landmark or historic district as defined in this ordinance shall be reviewed by support staff and forwarded to the Preservation Commission for review within seven (7) working days.”



VII. Amended Text: Article II.2.N is amended by deleting the present text and replacing it with the following:

“N) To administer on behalf of the County Board any County owned property, or full or partial interest in real property, including a conservation right, by approval of the County Board.”

VIII. Amended Text: Article III.3.A.d is amended by deleting the present text and replacing it with the following:

“d) If the applicant is not the current owner of record, written documentation and evidence establishing that the applicant notified the current owner of record of the nominated property and whether the owner of record consents or objects to the proposed landmark designation. Such documentation or evidence of record ownership shall include a recent title policy in the name of the applicant or other evidence of record ownership acceptable to the Historic Preservation Commission.”

VII. Amended Text: Article III.3.B.e is amended by deleting the present text and replacing it with the following:

“e) If the applicant is not the current owner of record, written documentation and evidence establishing that applicants notified the current owners of record of property in the area nominated for designation and that such owner comprise the owners of record of at least fifty-one percent (51%) of all sites contained in the nominated area. Such documentation or evidence of record ownership shall include recent title policies in the names of the applicants or other evidence of record ownership acceptable to the Historic Preservation Commission.”

VIII. Amended Text: Article III.5 is amended by deleting the present text of the first paragraph and replacing it with the following:

“The Preservation Commission shall, within thirty (30) calendar days from receipt of a completed application for designation, cause to be written an initial recommendation and report stating whether the nominated landmark or historic district does or does not meet the criteria for designation as provided for in Article III, Section 4 herein. The report shall contain the following information:”

IX. Amended Text: Article III.12 is amended by deleting the present text and replacing it with the following:

**“12. PUBLICATION OF MAP**

A map showing the location of all designated landmarks and historic districts shall be published and amended upon each designation. Copies of the map shall be available to the public at the Kendall County Planning, Building & Zoning office, the Kendall County website, and the same location and in the same manner as any County zoning map.”

X. Amended Text: Article III.18 is amended by adding the following:

**“18. APPLICATION FEE**

All applicants for landmark or historic district designation shall pay a fee of Five Hundred Dollars (\$500) at the time of application submittal. Said fee shall be waived upon approval by a majority vote of the Kendall County Historic Preservation Commission, if requested by the property owner or property owners.”

XI. Amended Text: Article IV.2.I is amended by deleting the present text in the final paragraph and replacing it with the following:

“In cases of historic districts or if structures remain a landmark, if a demolition permit is issued, the Preservation Commission shall require the applicant to submit for review and consideration post-demolition plans which shall include drawings and sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of any and all improvements incorporated in such plans.”

XII. Amended Text: Article IV.3.B is amended by deleting the present text and replacing it with the following:

“B) The Preservation Commission may solicit expert testimony.”

XIII. Amended Text: Article IV.3.C is amended by deleting the present text and replacing it with the following:

“C) The applicant for a Certificate of Economic Hardship shall submit the following information if requested by the Planning, Building and Zoning Department or the Preservation Commission in order to assist the Preservation Commission in its determination on the application:

i) An estimate of the cost of the proposed construction, alteration, demolition, or removal, and an estimate of any additional cost that would be incurred to comply with the recommendations of the Preservation Commission for changes necessary for the issuance of a Certificate of Appropriateness;

ii) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;

iii) Estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; after any changes recommended by the Preservation Commission; and, in the case of a proposed demolition, after renovation of the existing property for continued use;

iv) In the case of a proposed demolition, an estimate from a person or entity experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property;

- v) Amount paid for the property, the date of purchase, and the party from whom purchased, including a description of the relationship, of any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer;
- vi) If the property is income-producing, the annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;
- vii) Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two (2) years;
- viii) Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years;
- ix) Assessed value of the property according to the two (2) most recent assessments;
- x) Real estate taxes for the previous two (2) years;
- xi) Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other.
- xii) Any other information, including the income tax bracket of the owner, applicant, or principal investors in the property considered necessary by the Preservation Commission to make a determination as to whether the property does yield or may yield a reasonable return to the owners.”

XIV. Amended Text: Article IV.3.D is amended by deleting the present text and replacing it with the following:

“D) Determination of Economic Hardship. Within sixty (60) days from receiving a request for a Certificate of Economic Hardship, the Commission, upon a determination that the denial of a Certificate of Appropriateness has denied, or will deny the owner of a landmark or of a property within a historic district all reasonable use of or return on the property, may undertake one of the following actions:

- i) Offer the owner of the property reasonable financing, tax or other incentives sufficient to allow a reasonable use of, or return on, the property; or
- ii) Issue a Certificate of Appropriateness for the proposed construction, alteration, demolition or removal.

Written notice of the determination shall be provided in the same manner as required by Article IV, Section 2(e) of this Ordinance. This time limit may be waived only by mutual consent of the applicant and the Commission.”

XV. Amended Text: Article IV.3.E is amended by adding the following:

“E) Appeals. A denial of a Certificate of Economic Hardship is an administrative decision as defined in Section 3-101 of the Illinois Administrative Review Law, and it shall be subject to judicial review pursuant to provisions of said law and all amendments and modifications thereof, and the rules adopted thereto.”

XVI. Amended Text: Article V.2 is amended by deleting the second paragraph and replacing it with the following:

“In addition to the fine listed in the previous paragraph, a court of competent jurisdiction or a hearing officer in cases of administrative adjudication may direct the Kendall County Planning, Building and Zoning Department to withhold the issuance of a building property for period not to exceed five (5) years after the date of demolition in cases of unauthorized demolition of a landmark or any property within a designated preservation district at the property where the unauthorized demolition occurred.”

*IN WITNESS OF*, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 16<sup>th</sup> day of June, 2020.

Attest:

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Debbie Gillette  
Kendall County Clerk

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Scott R. Gryder  
Kendall County Board Chairman

**AGREEMENT BETWEEN THE COUNTY OF KENDALL AND THE KENDALL COUNTY FOREST  
PRESERVE DISTRICT REGARDING CONVEYANCE OF LAND**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between County of Kendall, a body politic and corporate acting by and through its County Board (hereinafter the "County") and the Kendall County Forest Preserve District, a governmental entity, acting by and through its Board (hereinafter the "Forest Preserve") (collectively, the "Parties").

WITNESSETH

The County is the owner of certain property commonly known as 3.295 Acres Eldamain Road, Kendall County, Illinois (hereafter known as the "Property"). Said property is depicted in the land survey prepared by Hampton, Lenzini and Renwick, Inc., attached hereto to and incorporated herein as "Exhibit A." Said 3.295 Acres is legally described in Legal Description attached hereto and incorporated herein as "Exhibit B."

WHEREAS, the County originally purchased approximately 11 ½ acres that include the above referenced property relative to the future Eldamain Bridge Project (hereinafter the "Project"). At this time, pursuant to said Project, the County has a remaining commitment for the transfer of 3.13 acres of the wooded part of the remaining acreage to the Forest Preserve as mitigation for trees that will be removed as part of said Project. Said Property has approximately 400 trees/acre so that the County will get a credit for 1,252 trees that will become Forest Preserve Property

WHEREAS, the Parties intend to transfer said Property to the Forest Preserve via a quitclaim deed. A copy of the proposed quitclaim deed is attached hereto and incorporated herein as "Exhibit C."

NOW THEREFORE, in consideration for the mutual promises, terms and conditions set forth in this Agreement, the County and Forest Preserve hereto mutually agree to perform as follows:

1. This transfer of property is made pursuant to the Illinois Downstate Forest Preserve District Act (70 ILCS 805/6) and the Illinois Counties Code (55 ILCS 5/5-1004 and 55 ILCS 5/5-1005).

2. The County shall convey via quitclaim deed its fee-simple interest legal described in the quitclaim deed attached hereto as "Exhibit C."
3. This Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement as well as any previous agreements presently in effect between the Parties relating to the subject matter of this document.
4. It is mutually agreed by and between the parties that any alterations, amendments, deletions, or waivers of any provision of this Agreement shall be valid only when expressed in writing and duly executed by the Parties.
5. This Agreement will be binding upon and inure to the benefit of the Parties, their successors and assigns, provided however, that neither Party shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said property written concern and approval shall be null and void and of no force and effect.
6. The terms of this Agreement will be construed in accordance with the laws of Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.
7. Each Person signing below on behalf of one of the Parties agrees, represents and warrants that he or she has been duly and validly authorized to sign this Agreement on half of their Party.

FOR THE COUNTY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_,  
 2020.

\_\_\_\_\_

**NOTARY PUBLIC**

FOR THE FOREST PRESERVE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_,

2020.

\_\_\_\_\_

**NOTARY PUBLIC**

**Prepared by:**

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

**Return to:**

Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, IL 60560

" Exhibit A "

N 1/2 OF SEC. 31, T. 37 N., R. 7 E. OF THE 3RD P.M.  
 & E 1/2 OF SEC. 36, T. 37 N., R. 6 E. OF THE 3RD P.M.

GRAPHIC SCALE  
 FEET  
 0 100 200 300 400 500  
 SCALE: 1" = 100'

NOTES  
 1. PARCEL 0002A IS TO BE CONVEYED TO THE KENDALL COUNTY FOREST PRESERVE FOR THE PURPOSES OF CONVEYANCE OF PARCELS 0001A & 0001B TO THE COUNTY OF KENDALL FOR HIGHWAY PURPOSES.  
 2. PARCEL 0002C IS TO BE CONVEYED TO THE KENDALL COUNTY FOREST PRESERVE FOR THE PURPOSES OF CONVEYANCE OF PARCELS 0001A & 0001B TO THE COUNTY OF KENDALL FOR HIGHWAY PURPOSES.

0002A  
 THE COUNTY OF KENDALL,  
 A BODY POLITIC OF THE STATE OF ILLINOIS  
 TOTAL HOLDINGS = 11,250 ACRES  
 PARCEL 0002A = 1,881 ACRES  
 PARCEL 0002B = 2,205 ACRES  
 PARCEL 0002C = 7,164 ACRES  
 AREA IN EXISTING ROADWAY = 0.000 ACRES  
 AREA TO BE ACQUIRED = 0.000 ACRES  
 REMAINDER = 0.000 ACRES

0002B  
 THE COUNTY OF KENDALL,  
 A BODY POLITIC OF THE STATE OF ILLINOIS  
 TOTAL HOLDINGS = 11,250 ACRES  
 PARCEL 0002B = 2,205 ACRES  
 PARCEL 0002C = 7,164 ACRES  
 AREA IN EXISTING ROADWAY = 0.000 ACRES  
 AREA TO BE ACQUIRED = 0.000 ACRES  
 REMAINDER = 0.000 ACRES

PROG. CURVE ELDA-7  
 PI STA. = 402+13.04  
 Δ = 43° 22' 51" (L)  
 D = 3' 29' 37"  
 T = 165.20'  
 L = 1241.76'  
 E = 124.58'  
 P.C. STA. = 395+60.69  
 P.T. STA. = 408+402.45

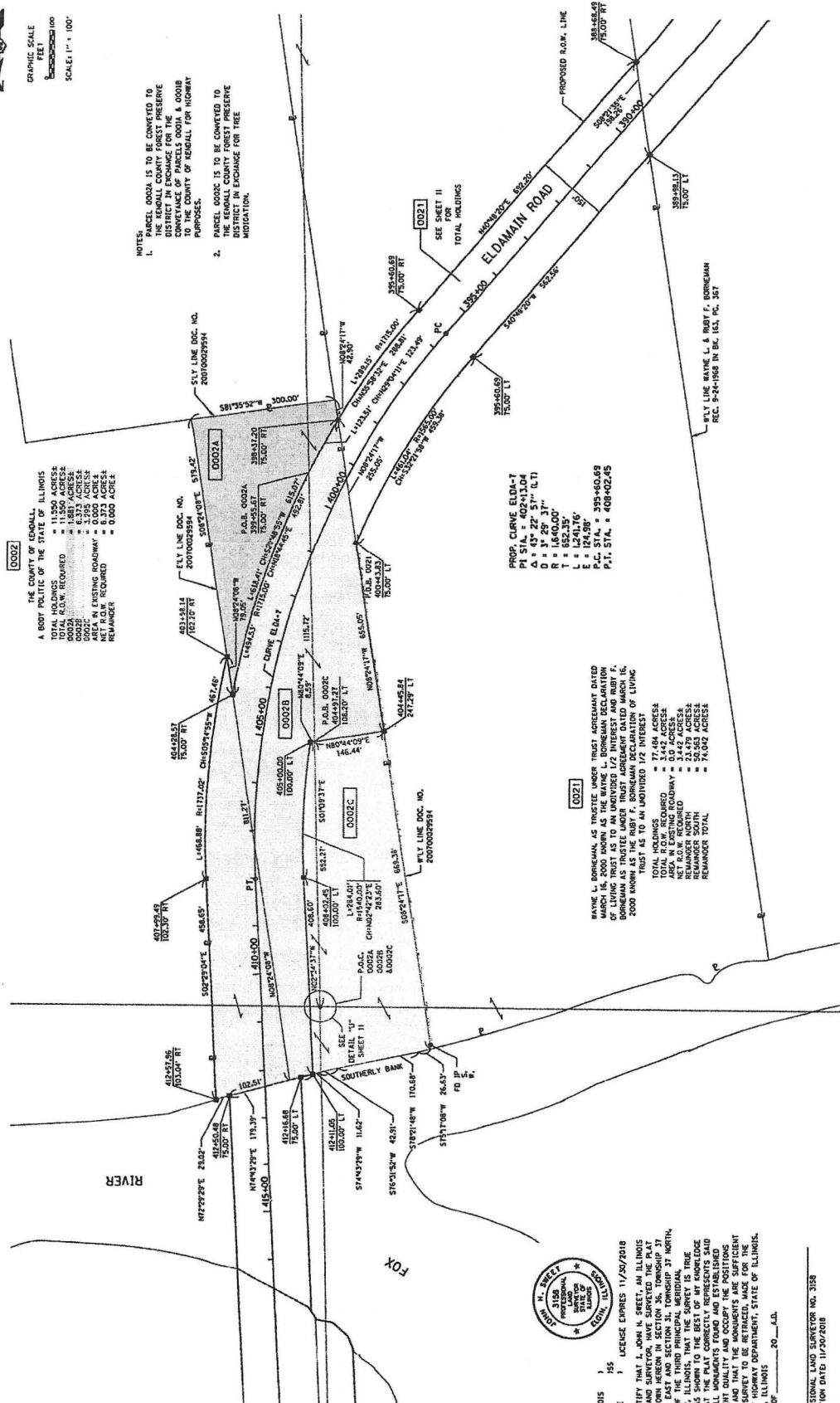
00021  
 WAYNE L. BORNEMAN AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 16, 2000 KNOW AS THE WAYNE L. BORNEMAN DECLARATION OF LIVING TRUST AS TO AN UNDIVIDED 1/2 INTEREST AND RUBY F. BORNEMAN AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 16, 2000 KNOW AS TO AN UNDIVIDED 1/2 INTEREST  
 TOTAL HOLDINGS = 77.484 ACRES  
 TOTAL ACRES REQUIRED = 3.042 ACRES  
 NET ACRES REQUIRED = 3.442 ACRES  
 REMAINDER NORTH = 22.603 ACRES  
 REMAINDER SOUTH = 74.042 ACRES  
 REMAINDER TOTAL = 74.042 ACRES



STATE OF ILLINOIS )  
 COUNTY OF KENDALL )  
 I, JOHN N. BREEZY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREIN IS ACCORDING TO THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF ILLINOIS, AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED BY ME OR BY OTHERS ARE SHOWN AND LOCATED AS SHOWN HEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE PURPOSES OF THE SURVEY, AND THAT THE MONUMENTS WERE DATED AT ELGIN, ILLINOIS, ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3158  
 LICENSE EXPIRES 11/30/2018

NOTES  
 1. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT EDITION OF THE SURVEYING AND MAPPING ACT OF ILLINOIS FOR THAT PORTION SHOWN AS PROPOSED RIGHT-OF-WAY.  
 2. ALL BEARINGS AND DISTANCES ARE REFERENCED TO AN ASSUMED COORDINATE SYSTEM.



**Humphreys, Linscott and Rasmussen, Inc.**  
 300 SHEPARD DRIVE  
 ELGIN, ILLINOIS 60120  
 TEL: 815.398.8100 FAX: 815.398.8101  
 WWW.HUMPHREYSINC.COM

**ILLINOIS PROFESSIONAL DESIGN FIRM #176176 CONSTRUCTION**

SECTION	COUNTY	SHEET
	KENDALL	27
RTL		12

CONTRACT NO. \_\_\_\_\_  
 TEL: 800.857.46. E-MAIL: HRS@HRSINC.COM

PROJECT	JOB NO. R30-0113	TO 514-45-00
SHEET 12	OF 27 SHEETS	374.290-00

SCALE: 1" = 100'

**KENDALL COUNTY  
 HIGHWAY DEPARTMENT**

DESIGNED - JRS	9-1-2015
DRAWN - JAC	7-11-2018
CHECKED - JRS	8-22-2019
DATE	7-22-2014

LEFT NAME - JC	
RIGHT SCALE - 1/8"=1'	
POST DATE - 11/30/2018	

FILE MAP  
 #176176-001-001-001



Legal Description

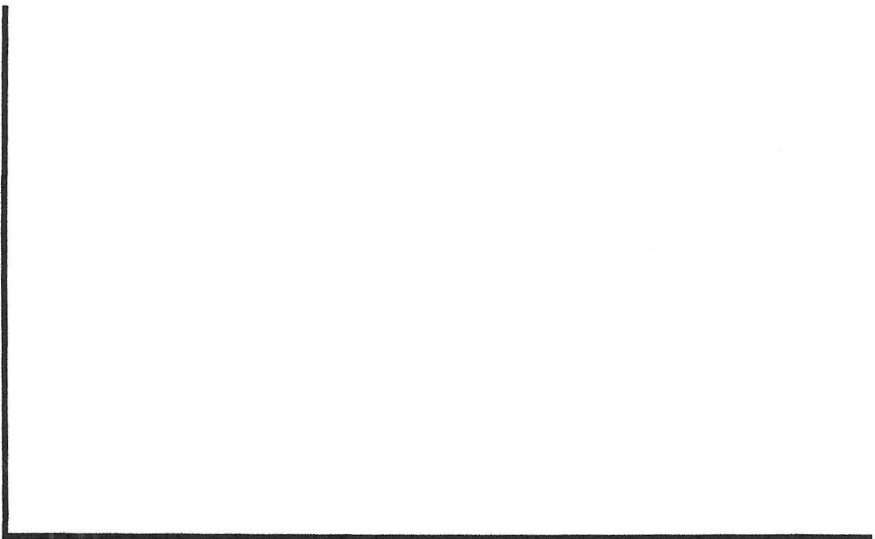
THAT PART OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 7 EAST AND THAT PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 PER MONUMENT RECORD 200900016878; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 09 MINUTES 37 SECONDS EAST, 552.27 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 44 MINUTES 09 SECONDS EAST, 8.59 FEET; THENCE NORTHERLY, 284.01 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,540.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 02 DEGREES 42 MINUTES 23 SECONDS EAST, 283.60 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 37 SECONDS WEST, 408.60 FEET TO THE SOUTHERLY BANK OF THE FOX RIVER; THENCE SOUTH 74 DEGREES 43 MINUTES 29 SECONDS WEST, 11.62 FEET ALONG SAID SOUTHERLY BANK; THENCE SOUTH 76 DEGREES 31 MINUTES 52 SECONDS WEST, 42.91 FEET ALONG SAID SOUTHERLY BANK; THENCE SOUTH 78 DEGREES 21 MINUTES 48 SECONDS WEST, 170.68 FEET ALONG SAID SOUTHERLY BANK; THENCE SOUTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, 26.63 FEET ALONG SAID SOUTHERLY BANK TO THE WESTERLY LINE OF THE TRACT DESCRIBED IN DOCUMENT NO. 200700029594; THENCE SOUTH 08 DEGREES 24 MINUTES 17 SECONDS EAST, 669.38 FEET ALONG SAID WESTERLY LINE; THENCE NORTH 80 DEGREES 44 MINUTES 09 SECONDS EAST, 146.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3.295 ACRES, MORE OR LESS.

SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

**Warranty DEED  
ILLINOIS STATUTORY**



THE GRANTOR, County of Kendall, a Body Politic, State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warrant(s) to Kendall County Forest Preserve District, a Body Politic, of 110 W. Madison Street, Yorkville, IL 60560, of the County of Kendall, all interest in the following described Real Estate situated in the County of Kendall in the State of Illinois, to wit:

***THAT PART OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 7 EAST AND THAT PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:***

***COMMENCING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 PER MONUMENT RECORD 200900016878; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 09 MINUTES 37 SECONDS EAST, 552.27 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 44 MINUTES 09 SECONDS EAST, 8.59 FEET; THENCE NORTHERLY, 284.01 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,540.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 02 DEGREES 42 MINUTES 23 SECONDS EAST, 283.60 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 37 SECONDS WEST, 408.60 FEET TO THE SOUTHERLY BANK OF THE FOX RIVER; THENCE SOUTH 74 DEGREES 43 MINUTES 29 SECONDS WEST, 11.62 FEET ALONG SAID SOUTHERLY BANK; THENCE SOUTH 76 DEGREES 31 MINUTES 52 SECONDS WEST, 42.91 FEET ALONG SAID SOUTHERLY BANK; THENCE SOUTH 78 DEGREES 21 MINUTES 48 SECONDS WEST, 170.68 FEET ALONG SAID SOUTHERLY BANK; THENCE SOUTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, 26.63 FEET ALONG SAID SOUTHERLY BANK TO THE WESTERLY LINE OF THE TRACT DESCRIBED IN DOCUMENT NO. 200700029594; THENCE SOUTH 08 DEGREES 24 MINUTES 17 SECONDS EAST, 669.38 FEET ALONG SAID WESTERLY LINE; THENCE NORTH 80 DEGREES 44 MINUTES 09 SECONDS EAST, 146.44 FEET TO THE POINT OF BEGINNING.***

***SUBJECT TO:***

general real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

Permanent Real Estate Index Number(s): 02-31-300-016(p); 01-36-400-011(pt)

Address(es) of Real Estate: 3.295 Acres, more or less Eldamain Road, Kendall County, Illinois

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

COUNTY OF KENDALL

By: \_\_\_\_\_  
Scott Gryder, Kendall County Board Chairman

STATE OF ILLINOIS  
COUNTY OF KENDALL ss.

I, Kendall County Clerk, Debbie Gillette, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT COUNTY OF KENDALL, by Scott Gryder, Kendall County Board Chairman, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_(Notary Public)

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***Prepared By:***

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

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***Mail To and Name & Address of Taxpayer:***

Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, IL 60560

This represents a transaction exempt under the provisions of Paragraph(b)(1) of the Illinois Real Estate Property Transfer Act, 35 ILCS Paragraph 200/31-45.

By: \_\_\_\_\_

Date: \_\_\_\_\_



**COUNTY OF KENDALL, ILLINOIS**  
**RESOLUTION 20 – \_\_\_\_\_**

**Resolution of Support for Home Shows Inc. Downstate Small Business Stabilization  
Program Application**

**WHEREAS**, Kendall County is applying to the State of Illinois for a Community Development Block Grant Program grant, and

**WHEREAS**, it is necessary that an application be made, and agreements entered with the State of Illinois.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

- 1) that Kendall County apply for a grant under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.
- 2) that the County Board Chairman and County Clerk on behalf of Kendall County execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the County Board Chairman and the County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

PRESENTED and ADOPTED by the County Board, this 16th day of June 2020.

Approved:

Attest:

\_\_\_\_\_  
Scott R. Gryder, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder



## **PARTICIPATION AGREEMENT**

**THIS AGREEMENT** is made as of the 16th day of June, 2020 by and between the County of Kendall, Illinois (“Unit of Local Government”) and Home Shows Inc., (Benefiting “Business”).

**WHEREAS**, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

**WHEREAS**, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government’s economic base; and

**WHEREAS**, the Business is interested in maintaining its employment base; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **I. GENERAL DEFINITIONS**

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of \$25,000 representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

### **II. PERFORMANCE**

- 2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- 2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- 2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- 2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

### **III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS**

- 3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

- 3.5 Business shall fully and completely indemnify, defend with counsel of the Unit of Local Government's own choosing and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Unit of Local Government pursuant to this Section unless the attorney has been pre-approved in writing by the Kendall County State's Attorney. The Unit of Local Government's participation in its defense shall not remove the Business's duty to indemnify, defend and hold harmless the Unit of Local Government, as set forth above. The Unit of Local Government does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

- 3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

#### **IV. DEFAULT AND REMEDIES**

- 4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the



benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

- 4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- 4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31<sup>st</sup> day after notice at a rate equal to 12% per annum.
- 4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

## **V. TERMINATION**

- 5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.
- 5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

- 5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

## **VI. GENERAL PROVISIONS**

- 6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- 6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.
- 6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

- 6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- 6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- 6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

**IN WITNESS WHEREOF**, the parties executed this Agreement the day and year first above written.

Home Shows Inc.

Kendall County, Illinois

\_\_\_\_\_  
By: Jessica Keeneth-Zeuli  
Its: President

\_\_\_\_\_  
By: Honorable Scott Gryder,  
Chairman of the Kendall County  
Board

Address:  
PO Box 808  
Oswego, IL 60543

Address:  
111 W. Fox Street  
Yorkville, Illinois 60560