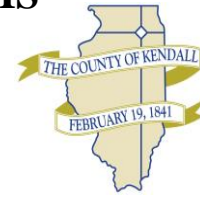


**COUNTY OF KENDALL, ILLINOIS  
ADMIN HR COMMITTEE**

**REMOTE MEETING AGENDA  
Monday, July 6, 2020 at 5:30p.m.**



- 1. Call to Order**
- 2. Roll Call:** Elizabeth Flowers (Chair), Scott Gengler, Judy Gilmour, Matthew Prochaska, Robyn Vickers
- 3. Approval of Agenda**
- 4. Approval of June 17, 2020 Meeting Minutes**
- 5. Department Head and Elected Official Reports**
- 6. Public Comment**
- 7. Committee Business**
  - Discussion and Approval of Maximum Vacation Time and COVID-19 Policy
  - Discussion and Approval of Tyler Socrata Open Finance quote not to exceed \$21,600
  - Discussion and Approval of a Resolution of the County of Kendall Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the County and the Town of Normal, McLean County, Illinois, Authorizing Normal to Exercise the Powers of the County of Kendall in Connection with an MCC Program and a Loan Finance Program.
- 8. Executive Session**
- 9. Items for Committee of the Whole**
- 10. Action Items for County Board**
- 11. Adjournment**

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

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

**Wednesday June 17, 2020**

**CALL TO ORDER** – Member Flowers called the meeting to order at 5:30.

**ROLL CALL**

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

**Others in Attendance:** Mera Johnson, Scott Koeppel, Tracy Page

**APPROVAL OF AGENDA** – Motion made by Member Gilmour second by Member Prochaska to approve the agenda. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote.**

**APPROVAL OF MINUTES** – Motion made by Member Gengler, second by Member Vickers to approve the June 1, 2020 minutes. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote.**

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS**

- *Administration* – Mr. Koeppel informed the Committee that Bob Jones will be bringing the Dental Rebate to the Committee or to the County Board for approval in July. Mr. Koeppel asked the Committee for direction on some outstanding items that staff was working on before the COVID-19 Pandemic hit. Both items were RFQs. **There was consensus from the Committee indicated that wanted to move forward with the Codification RFQ and rebid the Employee 457 Plan RFQ.**

**PUBLIC COMMENT** - None

**COMMITTEE BUSINESS**

- *Discussion of Kendall County Employee Service Award Recognition Program* – Mr. Koeppel reported that because of some medical leave in the office the employee recognition program has been delayed. It has been delayed even further with the

COVID-19 Pandemic. Staff has been working with a local vendor to create a store so employees have more choice, can customize their gifts and purchase additional options all virtually. Once it is safe to have an in person recognition that will be done as well. Ms. Page indicated that a slide show was also a good way to recognize employees. **There was consensus from the Committee to get employees their Awards with a recognition with slide show for those employees interested once it is physically possible.**

- *Discussion Families First Coronavirus Response Act FFCRA Policy and COVID-19 Leave Request Forms* – Ms. Johnson explained that the Federal Act was put in place effective April 1 as a response to the COVID-19 Pandemic. It gives employees up to 80 hours of additional leave if they have one of 6 requirements. Staff has been reviewing possible cases. To date no employees have used the leave. IPMG the County's Worker's Comp provider has encouraged the County to submit all cases to determine compensability. Ms. Page indicated also that while first responders are different she has dealt with one case, although the employee did not miss significant work time. The attached Policy and Leave Request Packet was created by the State Attorney's Office in case Departments wanted to adopt it. Member Flowers asked if an employee needed a Doctor's not to return to work. Ms. Johnson indicated yes, she also indicated the County has a right to check the employees' temperature and perform other measures to determine if the employee could return to work. Chair Flowers also asked about telework. Mr. Koepfel responded that potentially an employee could be quarantined but not take advantage of the leave as they could telework if they were not experiencing symptoms. Mr. Koepfel asked if the Committee would like to include the Policy in the Handbook. Member Vickers has concerns about that as if the Act was changed the County would have to update the Handbook. Ms. Johnson suggested including the policy in the recently created COVID-19 Guidebook that Director Bonuchi and herself created. **There was consensus from the Committee to include the Policy and Leave Packet created by the State Attorney's Office in the COVID-19 Guidebook.**

**EXECUTIVE SESSION** - None

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

**ACTION ITEMS FOR COUNTY BOARD** - None

**ADJOURNMENT** – Member Prochaska made a motion to adjourn the meeting, second by Member Gengler **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the meeting adjourned at 6:07 p.m.**

Respectfully Submitted,

Mera Johnson  
Risk Management and Compliance Coordinator

## COUNTY OF KENDALL, ILLINOIS



**SCOTT KOEPPPEL**  
**COUNTY ADMINISTRATOR**  
KENDALL COUNTY OFFICE BUILDING  
111 WEST FOX STREET, SUITE 316  
YORKVILLE, ILLINOIS 60560  
630.553.4171

June 19, 2020

RE: Employee Vacation Max Accrual and COVID-19

To: Chairman Gryder and the Administration and Human Resources Committee

Section 6.1.C outlines rules for an employee's max accumulation of vacation leave. During the COVID-19 pandemic several employees have been unable to use their vacation time.

*C. MAXIMUM ACCUMULATION: Employees shall be allowed to carry over from month to month no more than one-and-one half (1 ½) times an employee's annual accrual rate. For example, a second (2nd) year employee can carry over no more than fifteen (15) days of vacation leave from one month to the next.*

I am requesting a temporary revision to the employee handbook as follows:

**MAXIMUM VACATION ACCUMULATION and COVID-19:** Retroactive to April 1, 2020 through January 1, 2021 any employee who lost or will lose earned vacation time because they exceeded their maximum vacation accrual can submit a request in writing to the County Administrator for an increased maximum vacation accumulation. The County Administrator shall review the employees request and may assign a new maximum accumulation. The new maximum shall expire on July 1, 2021 and any earned vacation time that exceeds the maximum accumulation outlined in Section 6.1.C of the employee handbook will be lost. No salary payment shall be paid to employees in lieu any lost vacation time.

Scott Koeppeel

Kendall County Administrator



Quoted By: Gary Dube  
 Date: 5/28/2020  
 Quote Expiration: 9/30/2020  
 Quote Name: Kendall County-ERP-Transparency  
 Quote Number: 2019-89158  
 Quote Description: Tyler Socrata Transparency quote

**Sales Quotation For**

Kendall County  
 111 W Fox Rd  
 Yorkville, IL 60560-1621  
 Phone +1 (630) 553-4150

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Socrata Open Finance	1	\$16,000.00	0	\$0.00	\$0.00
<b>TOTAL:</b>		<b>\$16,000.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Additional:**

Other Services				
Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - Socrata Open Finance	1	\$5,600.00	\$0.00	\$5,600.00
<b>TOTAL:</b>				<b>\$5,600.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$16,000.00
Total Tyler Services	\$5,600.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$5,600.00</b>	<b>\$16,000.00</b>
<b>Contract Total</b>	<b>\$21,600.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

**Comments**

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



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INTERGOVERNMENTAL COOPERATION AGREEMENT

BY AND BETWEEN

TOWN OF NORMAL, McLEAN COUNTY, ILLINOIS

AND

COUNTY OF KENDALL, ILLINOIS

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DATED AS OF [\*DATED DATE\*]

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## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “*Cooperation Agreement*”) dated as of [\*Dated Date\*], by and between the TOWN OF NORMAL, McLEAN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (“*Normal*”), and the County of Kendall, a County duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “*Cooperating Unit*”);

### WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 *Illinois Compiled Statutes*, 220/1 *et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, Normal and the Cooperating Unit are each a unit of local government and a public agency of the State of Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the Constitution of the State of Illinois, Normal has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons (“*Mortgage Loans*”) within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 50 *Illinois Compiled Statutes*, 465/1 *et seq.*, as supplemented and amended, the Cooperating Unit has the power to issue its revenue bonds for public purposes, including the financing and purchase of Mortgage Loans within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 30 *Illinois Compiled Statutes*, 345/9, as supplemented and amended, and pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the “*Code*”), an issuer authorized to issue qualified mortgage bonds under Section 143 of the Code is authorized to issue mortgage credit certificates under Section 25 of the Code in lieu of issuing such qualified mortgage bonds under Section 143 of the Code, and, consequently, Normal and the Cooperating Unit each have the power to issue mortgage credit certificates in lieu of issuing revenue bonds that constitute qualified mortgage bonds under Section 143 of the Code;

WHEREAS, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to issue mortgage credit certificates on behalf of the Cooperating Unit for the purpose of providing an adequate supply of residential housing in

the Cooperating Unit through the enhancement of Mortgage Loans within the corporate boundaries of the Cooperating Unit (the "*MCC Program*"); and

WHEREAS, to provide for the MCC Program, Normal proposes to issue mortgage credit certificates from time to time (the "*MCCs*") on behalf of the Cooperating Unit and to implement the MCC Program from time to time by allocating the MCCs to enhance qualified Mortgage Loans under the MCC Program on behalf of the Cooperating Unit, all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to provide for the financing and purchasing of Mortgage Loans within the corporate boundaries of the Cooperating Unit through the sale of Mortgage Loans or mortgage-backed securities in the secondary market or the issuance of revenue bonds on behalf of the Cooperating Unit (collectively, the "*Loan Finance Program*," and together with the MCC Program, the "*Program*"); and

WHEREAS, to provide for the Loan Finance Program, Normal may (i) sell Mortgage Loans or mortgage-backed securities in the secondary market and (ii) issue, sell and deliver Collateralized Single Family Mortgage Revenue Bonds in one or more series and issue, sell and deliver any bonds issued to refund such bonds (collectively, the "*Bonds*"), each on behalf of the Cooperating Unit in order to obtain funds to purchase Mortgage Loans under the Loan Finance Program, all under and in accordance with the Constitution and the laws of the State of Illinois, provided that the Loan Finance Program shall not obligate the Cooperating Unit to levy any tax or pay any amount from any funds of the Cooperating Unit in connection with the Loan Finance Program, the Bonds or the sale of mortgage-backed securities in the secondary market; and

WHEREAS, Monarch Mortgage Management, LLC (the "Program Administrator") will serve as the administrator of the Program and the agent of Normal with respect to the Program pursuant to a Program Administration Agreement between Normal and the Program Administrator (the "Program Administration Agreement"); and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Normal and the Cooperating Unit hereby agree, as follows:

*Section 1. Approval of MCC Program.* Normal, either by itself or jointly with other qualified issuers, hereby expresses its desire and intention to issue the MCCs from time to time and to implement the MCC Program from time to time on behalf of the Cooperating Unit, as provided in the documents pursuant to which the MCCs will be issued from time to time and the MCC Program will be implemented from time to time, for the purpose of providing an adequate supply of residential housing in the Cooperating Unit through the enhancement of Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of the Cooperating Unit. The MCCs shall be issued in such aggregate principal amounts from time to time and shall have such other terms, all as shall be agreed upon by Normal and approved by the governing body of Normal. The MCCs shall be allocated, and the MCC Program shall be implemented, as shall be determined by Normal and approved by the governing body of Normal. The Cooperating Unit hereby ratifies and approves the publication of notices to the public and all interested mortgage lenders of the intent to implement the MCC Program through the issuance of the MCCs, and hereby approves the issuance of the MCCs as described in such notices. The Cooperating Unit hereby consents to the allocation of tax credits made by Normal, resulting from the MCCs, to any Mortgage Loan made within the jurisdiction of the Cooperating Unit. Issuance of the MCCs imposes no

financial obligation or liabilities against the Cooperating Unit.

*Section 2. Approval of Loan Finance Program.* Normal, either by itself or jointly with other qualified municipalities or political subdivisions, expresses its desire and intention to finance Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of the Cooperating Unit through the purchase of Mortgage Loans or mortgage-backed securities and to subsequently sell such Mortgage Loans or mortgage-backed securities in the secondary market.

Normal, either by itself or jointly with other qualified issuers, expresses its desire and intention to finance Mortgage Loans within the corporate boundaries of the Cooperating Unit through issuance of Bonds in one or more series on behalf of the Cooperating Unit, as provided in the trust indenture or indentures pursuant to which the Bonds will be issued, for the purpose of purchasing Mortgage Loans within the corporate boundaries of the Cooperating Unit, purchasing mortgage-backed securities to finance Mortgage Loans within the corporate boundaries of the Cooperating Unit, paying interest on the Bonds and paying the costs of issuance of the Bonds. The Bonds shall be issued in such aggregate principal amounts, shall be issued in such series and classes, shall have such stated maturity or maturities, shall bear interest at such rate or rates, payable on such date or dates, shall be subject to redemption prior to maturity, shall be payable at such date or dates and at such place or places, and shall have such other terms, all as shall be determined by Normal and approved by the governing body of Normal. The proceeds of the Bonds shall be applied to such public purposes and to the payment of the costs of issuance as shall be approved by the governing body of Normal. The Cooperating Unit hereby ratifies and approves the conduct of any public hearings held in connection with the issuance of the Bonds. Issuance of the Bonds imposes no financial obligation or liabilities against the Cooperating Unit.

*Section 3. Documents and Instruments.* Normal hereby expresses its intention to enter into all such documents and instruments as shall be necessary or appropriate in connection with the implementation of the Program, including without limitation the Program Administration Agreement, origination agreements, servicing agreements, trust indentures, bond purchase contracts or agreements, official statements, continuing disclosure undertakings, program agreements, program manuals, lender participation agreements and closing certificates.

*Section 4. Additional Cooperating Units.* Normal and the Cooperating Unit hereby collectively declare that all cooperation agreements by and between Normal and other cooperating municipalities and counties of the State of Illinois and all cooperation agreements by and between the Cooperating Unit and other cooperating municipalities and counties of the State of Illinois in connection with the Program are hereby ratified and confirmed in all respects, and that such other cooperating municipalities and counties which enter into such cooperation agreements with Normal (or with other qualified issuers which are cooperating with Normal) shall be part of the Program.

*Section 5. Absolute and Irrevocable Conditions; Amendment.* All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by Normal and the Cooperating Unit. Except as otherwise provided herein, this Cooperation Agreement may not be effectively amended, changed, modified or altered without the written consent of Normal and the Cooperating Unit, authorized by resolution or ordinance adopted by their respective governing bodies, certified copies of which shall be filed with the other party.

*Section 6. Binding Effect.* This Cooperation Agreement shall inure to the benefit of and shall be binding upon Normal and the Cooperating Unit and their respective successors and assigns.

*Section 7. Severability.* In the event any provision of this Cooperation Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Cooperation Agreement.

*Section 8. Further Assurances and Corrective Instruments.* Normal and the Cooperating Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Cooperation Agreement.

*Section 9. Execution in Counterparts.* This Cooperation Agreement may be executed simultaneously in any number of counterparts, each counterpart shall be an original and all counterparts shall constitute but one and the same instrument.

*Section 10. Applicable Law.* This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

*Section 11. Effective Date; Term.* This Cooperation Agreement shall be in full force and effect on [\*Dated Date\*]. Time is of the essence. This Cooperation Agreement shall remain in effect until terminated in writing by either party hereto, but shall in any event terminate on December 31, 2099.

*Section 12. Electronic Transactions.* The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suite in the appropriate court of law.

IN WITNESS WHEREOF, Normal and the Cooperating Unit have caused this Cooperation Agreement to be executed in their respective names by their respective duly authorized officials shown below:

**TOWN OF NORMAL, McLEAN COUNTY,  
ILLINOIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Board Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Clerk

**COUNTY OF KENDALL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Board Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Clerk

# Monarch Mortgage Management

401 W Ontario Street  
Suite 220  
Chicago, Illinois 60654  
312-664-5656

June 11, 2020

Mr. Scott Koepfel  
County Administrator  
Kendall County  
111 West Fox Street  
Yorkville, Illinois 60560

Re: Illinois Assist MCC Program

Mr. Koepfel:

I need your help to schedule for passage an ordinance for the updated Illinois Assist program.

Kendall County began participating in the Illinois Assist program for low and moderate income homebuyers in 2003. I worked with your predecessor, Jeff Wilkins, to bring the program to the County. As you may know the program offers a 30-year fixed rate mortgage through local lenders combined with a 3% to 5% forgivable soft second mortgage. In addition for first-time home buyers, the Program provides a federal mortgage credit certificate "MCC" to qualifying home buyers worth up to \$2,000 in federal tax credits per year for the life of the loan.

Kendall County has substantially benefitted from the program. In the past 5 years, 152 County residents have taken advantage of the program totaling more than \$24 million in mortgage loans. A summary of those results are attached.

Recently, the Town of Normal agreed to become the new program sponsor of the latest iteration of the Illinois Assist MCC program. We have incorporated some modest upgrades to the Normal/Illinois Assist to make the program more attractive to both home buyers and lenders such as increasing household income limits to reach more households and modestly increasing lender compensation.

In order for the County to continue its participation with Illinois Assist, the County will need to adopt a new ordinance, a copy of which is attached. There is also an associated intergovernmental cooperation agreement that will need to be executed which is authorized through the adoption of the ordinance.



Page 2  
Mr. Scott Koeppel  
June 11, 2020

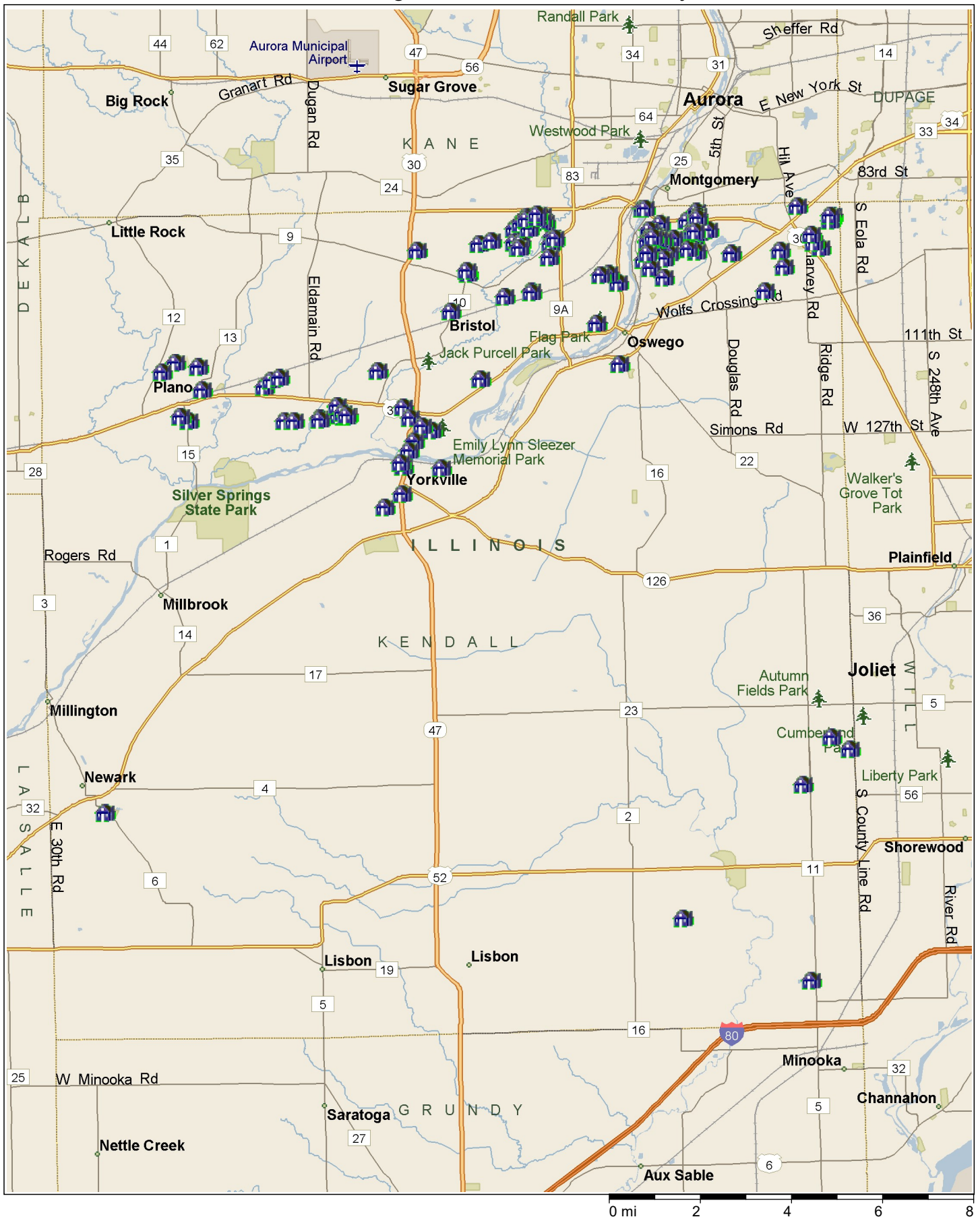
Please give me a call to discuss the program at greater length so I can answer any questions you may have.

Best Regards,

A handwritten signature in black ink, appearing to read 'D. S. Rasch', with a large checkmark flourish at the end.

David S. Rasch  
Program Administrator

# Assist Originations in Kendall County



**KENDALL COUNTY, ILLINOIS**  
**Assist Home Buyer Down Payment Assistance Program Loan Originations**

	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>LOAN AMOUNT</b>
1 .	AURORA	IL	60503	\$196,000.00
2 .	AURORA	IL	60503	\$162,500.00
3 .	AURORA	IL	60504	\$118,233.00
4 .	AURORA	IL	60503	\$168,100.00
5 .	AURORA	IL	60504	\$151,950.00
6 .	AURORA	IL	60504	\$174,478.00
7 .	AURORA	IL	60504	\$115,650.00
8 .	AURORA	IL	60503	\$155,700.00
9 .	AURORA	IL	60503	\$164,957.00
10 .	BRISTOL	IL	60512	\$149,380.00
11 .	JOLIET	IL	60431	\$223,870.00
12 .	JOLIET	IL	60431	\$159,300.00
13 .	MINOOKA	IL	60447	\$172,905.00
14 .	MINOOKA	IL	60447	\$108,567.00
15 .	MONTGOMERY	IL	60538	\$186,607.00
16 .	MONTGOMERY	IL	60538	\$169,750.00
17 .	MONTGOMERY	IL	60538	\$109,991.00
18 .	MONTGOMERY	IL	60538	\$176,641.00
19 .	MONTGOMERY	IL	60538	\$203,233.00
20 .	MONTGOMERY	IL	60538	\$170,750.00
21 .	MONTGOMERY	IL	60538	\$166,822.00
22 .	MONTGOMERY	IL	60538	\$196,377.00
23 .	MONTGOMERY	IL	60538	\$153,772.00
24 .	MONTGOMERY	IL	60538	\$167,800.00
25 .	MONTGOMERY	IL	60538	\$133,600.00
26 .	MONTGOMERY	IL	60538	\$159,890.00
27 .	MONTGOMERY	IL	60538	\$180,667.00
28 .	MONTGOMERY	IL	60538	\$185,000.00
29 .	MONTGOMERY	IL	60538	\$172,562.00
30 .	MONTGOMERY	IL	60538	\$130,150.00
31 .	MONTGOMERY	IL	60538	\$112,250.00
32 .	MONTGOMERY	IL	60538	\$232,707.00
33 .	MONTGOMERY	IL	60538	\$199,290.00
34 .	MONTGOMERY	IL	60538	\$167,850.00
35 .	MONTGOMERY	IL	60538	\$181,550.00
36 .	MONTGOMERY	IL	60538	\$181,577.00
37 .	MONTGOMERY	IL	60538	\$185,250.00
38 .	MONTGOMERY	IL	60538	\$145,500.00
39 .	MONTGOMERY	IL	60538	\$171,477.00
40 .	MONTGOMERY	IL	60538	\$171,000.00

**KENDALL COUNTY, ILLINOIS**  
**Assist Home Buyer Down Payment Assistance Program Loan Originations**

	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>LOAN AMOUNT</b>
41 .	MONTGOMERY	IL	60538	\$161,750.00
42 .	MONTGOMERY	IL	60538	\$103,885.00
43 .	MONTGOMERY	IL	60538	\$86,275.00
44 .	MONTGOMERY	IL	60538	\$195,336.00
45 .	MONTGOMERY	IL	60538	\$242,034.00
46 .	MONTGOMERY	IL	60538	\$260,427.00
47 .	MONTGOMERY	IL	60538	\$177,500.00
48 .	MONTGOMERY	IL	60538	\$149,883.00
49 .	MONTGOMERY	IL	60538	\$142,500.00
50 .	MONTGOMERY	IL	60538	\$136,972.00
51 .	MONTGOMERY	IL	60538	\$156,750.00
52 .	MONTGOMERY	IL	60538	\$157,771.00
53 .	MONTGOMERY	IL	60538	\$183,410.00
54 .	MONTGOMERY	IL	60538	\$176,000.00
55 .	MONTGOMERY	IL	60538	\$151,387.00
56 .	MONTGOMERY	IL	60538	\$220,825.00
57 .	MONTGOMERY	IL	60538	\$207,384.00
58 .	MONTGOMERY	IL	60538	\$203,144.00
59 .	MONTGOMERY	IL	60538	\$125,606.00
60 .	MONTGOMERY	IL	60538	\$167,532.00
61 .	MONTGOMERY	IL	60538	\$211,500.00
62 .	MONTGOMERY	IL	60538	\$160,931.00
63 .	MONTGOMERY	IL	60538	\$119,110.00
64 .	MONTGOMERY	IL	60538	\$187,150.00
65 .	MONTGOMERY	IL	60538	\$170,100.00
66 .	MONTGOMERY	IL	60538	\$172,550.00
67 .	MONTGOMERY	IL	60538	\$162,198.00
68 .	MONTGOMERY	IL	60538	\$155,295.00
69 .	MONTGOMERY	IL	60538	\$173,650.00
70 .	MONTGOMERY	IL	60538	\$183,409.00
71 .	MONTGOMERY	IL	60538	\$162,653.00
72 .	MONTGOMERY	IL	60538	\$181,875.00
73 .	MONTGOMERY	IL	60538	\$143,966.00
74 .	MONTGOMERY	IL	60538	\$178,478.00
75 .	MONTGOMERY	IL	60538	\$173,600.00
76 .	MONTGOMERY	IL	60538	\$162,400.00
77 .	MONTGOMERY	IL	60538	\$154,646.00
78 .	NEWARK	IL	60541	\$169,900.00
79 .	OSWEGO	IL	60543	\$190,430.00
80 .	OSWEGO	IL	60543	\$178,400.00

**KENDALL COUNTY, ILLINOIS**  
**Assist Home Buyer Down Payment Assistance Program Loan Originations**

	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>LOAN AMOUNT</b>
81 .	OSWEGO	IL	60543	\$147,282.00
82 .	OSWEGO	IL	60543	\$147,000.00
83 .	OSWEGO	IL	60543	\$179,500.00
84 .	OSWEGO	IL	60543	\$130,950.00
85 .	OSWEGO	IL	60543	\$44,000.00
86 .	OSWEGO	IL	60543	\$76,700.00
87 .	OSWEGO	IL	60543	\$215,300.00
88 .	OSWEGO	IL	60543	\$161,020.00
89 .	OSWEGO	IL	60543	\$257,050.00
90 .	OSWEGO	IL	60543	\$168,150.00
91 .	OSWEGO	IL	60543	\$194,842.00
92 .	OSWEGO	IL	60543	\$102,338.00
93 .	OSWEGO	IL	60543	\$100,388.00
94 .	PLAINFIELD	IL	60544	\$213,948.00
95 .	PLAINFIELD	IL	60586	\$240,562.00
96 .	PLANO	IL	60545	\$132,000.00
97 .	PLANO	IL	60545	\$121,550.00
98 .	PLANO	IL	60545	\$115,862.00
99 .	PLANO	IL	60545	\$136,800.00
100 .	PLANO	IL	60545	\$159,495.00
101 .	PLANO	IL	60545	\$173,630.00
102 .	PLANO	IL	60545	\$126,663.00
103 .	PLANO	IL	60545	\$239,500.00
104 .	PLANO	IL	60545	\$187,640.00
105 .	PLANO	IL	60545	\$170,686.00
106 .	PLANO	IL	60545	\$118,787.00
107 .	PLANO	IL	60545	\$173,992.00
108 .	YORKVILLE	IL	60560	\$102,362.00
109 .	YORKVILLE	IL	60560	\$116,623.00
110 .	YORKVILLE	IL	60560	\$80,750.00
111 .	YORKVILLE	IL	60560	\$81,700.00
112 .	YORKVILLE	IL	60560	\$123,880.00
113 .	YORKVILLE	IL	60560	\$94,500.00
114 .	YORKVILLE	IL	60560	\$126,526.00
115 .	YORKVILLE	IL	60560	\$170,266.00
116 .	YORKVILLE	IL	60560	\$176,407.00
117 .	YORKVILLE	IL	60560	\$164,277.00
118 .	YORKVILLE	IL	60560	\$108,034.00
119 .	YORKVILLE	IL	60560	\$156,000.00
120 .	YORKVILLE	IL	60560	\$142,658.00

**KENDALL COUNTY, ILLINOIS**  
**Assist Home Buyer Down Payment Assistance Program Loan Originations**

	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>LOAN AMOUNT</b>
121 .	YORKVILLE	IL	60560	\$129,463.00
122 .	YORKVILLE	IL	60560	\$130,884.00
123 .	YORKVILLE	IL	60560	\$124,895.00
124 .	YORKVILLE	IL	60560	\$116,217.00
125 .	YORKVILLE	IL	60560	\$140,374.00
126 .	YORKVILLE	IL	60560	\$184,000.00
127 .	YORKVILLE	IL	60560	\$179,946.00
128 .	YORKVILLE	IL	60560	\$178,000.00
129 .	YORKVILLE	IL	60560	\$168,850.00
130 .	YORKVILLE	IL	60560	\$173,636.00
131 .	YORKVILLE	IL	60560	\$148,809.00
132 .	YORKVILLE	IL	60560	\$142,704.00
133 .	YORKVILLE	IL	60560	\$139,200.00
134 .	YORKVILLE	IL	60560	\$150,900.00
135 .	YORKVILLE	IL	60560	\$167,546.00
136 .	YORKVILLE	IL	60560	\$156,680.00
137 .	YORKVILLE	IL	60560	\$134,380.00
138 .	YORKVILLE	IL	60560	\$117,435.00
139 .	YORKVILLE	IL	60560	\$116,745.00
140 .	YORKVILLE	IL	60560	\$115,456.00
141 .	YORKVILLE	IL	60560	\$101,241.00
142 .	YORKVILLE	IL	60560	\$150,900.00
143 .	YORKVILLE	IL	60560	\$133,117.00
144 .	YORKVILLE	IL	60560	\$121,600.00
145 .	YORKVILLE	IL	60560	\$226,796.00
146 .	YORKVILLE	IL	60560	\$171,753.00
147 .	YORKVILLE	IL	60560	\$182,342.00
148 .	YORKVILLE	IL	60560	\$167,619.00
149 .	YORKVILLE	IL	60560	\$155,277.00
150 .	YORKVILLE	IL	60560	\$196,000.00
151 .	YORKVILLE	IL	60560	\$237,077.00
152 .	YORKVILLE	IL	60560	<u>\$60,560.00</u>
			<b>TOTAL:</b>	<b><u>\$24,132,285.00</u></b>
			<b>AVERAGE:</b>	<b><u>\$158,765.03</u></b>





Utilizing a two-pronged approach to assist homebuyers, the program is sponsored by communities throughout the state to promote home ownership. The home buyer assistance feature of the Assist program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little available capital to buy their home. The mortgage credit certificate (“MCC”) feature reduces the homebuyer’s ongoing cost of borrowing whenever market conditions result in uncompetitive interest rates for loans funded in the tax-exempt bond market.

### Overview

- Communities join together through an Inter-governmental Cooperation Agreement
- Home rule communities may contribute private activity bond volume cap to support either a tax-exempt bond issuance or the MCC feature
- Non-home rule communities apply for volume cap from the State
- No financial contribution or commitment required from any participant
- Any Illinois municipality can participate

### Loan Funding

- Loans are funded with proceeds of tax-exempt bonds or through the direct sale of taxable mortgage-backed securities based on the sale method providing the lowest interest rate
- The bonds and securities are sold at a premium, a price greater than their face amount, which provides funding for the home buyer assistance
- Proceeds are used to make the home loans and fund the assistance
- The bonds and securities are not a debt of the municipalities or paid from any participating community’s funds, and are secured only with loans on the homes purchased

### Loan Description

- 30 year fixed rate loans
- FHA/VA/RDA (640 minimum credit score) and Conventional (660 minimum credit score) loans are available
- Assist pays 3% to 7% cash grant to qualifying home buyers to fund closing costs and down payment assistance.

### Qualifying Homebuyers

- Will occupy the home as their residence
- Meet income and purchase price guidelines

### Mortgage Credit Certificates

- MCC's are a federally authorized program created as an alternative to tax-exempt housing bonds to reduce effective interest costs for qualifying homebuyers
- MCC's allow the homebuyer to qualify for a federal income tax credit equal to a percentage of the interest paid on their home loan each year
- MCC holders still qualify for a regular deduction of the remaining interest paid on their home loan

	Without MCC	With MCC
<b>Mortgage Amount</b>	\$100,000	\$100,000
<b>Mortgage Interest Rate</b>	4.50%	4.50%
<b>Monthly Mortgage Payment</b> (first year interest = \$4,467.00)	\$506.69	\$506.69
<b>MCC Rate</b>	N/A	35%
<b>Monthly Credit Amount (First Year Average)</b> (35% of \$4,467.00 is first year credit)	N/A	\$130.29
<b>"Effective" Monthly Mortgage Payment</b>	\$506.69	\$376.40

### Assist Advantages

- Provides additional home ownership opportunities in each community
- Home ownership provides added stability in a community
- Serves the large segment of potential home buyers who qualify for loans but lack funds for a down payment and closing costs
- Strategic alliance with lenders throughout the state
- Customized marketing in each municipality
- No out-of-pocket expense to any community to participate







## INCOME AND PURCHASE PRICE LIMITS

COUNTY NAME	INCOME LIMITS				PURCHASE PRICE LIMITS	
	Targeted		Non-Targeted		Targeted	Non-Targeted
	1 or 2 People	3 or More People	1 or 2 People	3 or More People		
BOONE	NA	NA	\$81,800	\$94,070	NA	\$305,330
COOK	\$106,920	\$124,740	\$89,100	\$102,465	\$404,806	\$331,205
CHAMPAIGN	\$98,160	\$114,520	\$81,800	\$94,070	\$346,315	\$283,348
DEKALB	\$93,480	\$109,060	\$78,058	\$89,759	\$404,806	\$331,205
DUPAGE	NA	NA	\$89,100	\$102,465	NA	\$331,205
KANE	\$106,920	\$124,740	\$89,100	\$102,465	\$404,806	\$331,205
KENDALL	NA	NA	\$103,400	\$124,080	NA	\$338,823
LAKE	\$106,920	\$124,740	\$89,100	\$102,465	\$404,806	\$331,205
MADISON	\$98,160	\$114,520	\$81,800	\$94,070	\$346,315	\$283,348
McLEAN	\$105,960	\$123,620	\$88,300	\$101,545	\$346,315	\$283,348
ST. CLAIR	\$98,160	\$114,520	\$81,800	\$94,070	\$346,315	\$283,348
SANGAMON	\$98,160	\$114,520	\$81,800	\$94,070	\$346,315	\$283,348
WILL	\$106,920	\$124,740	\$89,100	\$102,465	\$404,806	\$331,205
WINNEBAGO	\$98,160	\$114,520	\$81,800	\$94,070	\$373,181	\$305,330
OTHER PROGRAM AREAS	\$98,160	\$114,520	\$81,800	\$94,070	\$346,315	\$283,348



Village of Plainfield



## PARTICIPATING COMMUNITIES

City of Aurora  
Village of Bartonville  
City of Belleville  
City of Belvidere  
Village of Bridgeview  
City of Champaign  
City of Charleston  
City of Collinsville  
City of Crest Hill  
Village of Creve Coeur  
City of Decatur  
City of East Moline  
City of East Peoria  
City of Edwardsville  
Village of Godfrey  
City of Joliet

Village of Justice  
City of LaSalle  
City of Lockport  
City of Loves Park  
Village of Machesney Park  
Village of Marquette Heights  
City of Mattoon  
Village of Mendota  
Village of Minooka  
Village of Montgomery  
City of Naperville  
Town of Normal  
City of Pekin  
City of Peoria  
Village of Peoria Heights  
City of Peru

City of Princeton  
City of Rochelle  
City of Rockford  
Village of Rockton  
Village of Romeoville  
City of Schaumburg  
Village of Shorewood  
City of South Beloit  
City of Springfield  
City of Urbana  
City of Washington  
City of Wood River  
Village of Yorkville

County of Boone  
County of Champaign  
County of Coles  
County of Cook  
County of DeKalb  
County of Kankakee  
County of Kendall  
County of Lake  
County of Macon  
County of Madison  
County of McLean  
County of Ogle  
County of Peoria  
County of Rock Island  
County of Tazewell  
County of Winnebago

## MCC Tax Savings by Loan Amount

<u>Loan Amount</u>	<u>Interest Rate</u>	<u>Annual Interest</u>	<u>MCC Rate</u>	<u>Total Savings</u>
\$80,000	3.25%	\$2,600.00	35%	\$910.00
\$85,000	3.25%	\$2,762.50	35%	\$966.88
\$90,000	3.25%	\$2,925.00	35%	\$1,023.75
\$95,000	3.25%	\$3,087.50	35%	\$1,080.63
\$100,000	3.25%	\$3,250.00	35%	\$1,137.50
\$105,000	3.25%	\$3,412.50	35%	\$1,194.38
\$110,000	3.25%	\$3,575.00	35%	\$1,251.25
\$115,000	3.25%	\$3,737.50	35%	\$1,308.13
\$120,000	3.25%	\$3,900.00	35%	\$1,365.00
\$125,000	3.25%	\$4,062.50	35%	\$1,421.88
\$130,000	3.25%	\$4,225.00	35%	\$1,478.75
\$135,000	3.25%	\$4,387.50	35%	\$1,535.63
\$140,000	3.25%	\$4,550.00	35%	\$1,592.50
\$145,000	3.25%	\$4,712.50	35%	\$1,649.38
\$150,000	3.25%	\$4,875.00	35%	\$1,706.25
\$155,000	3.25%	\$5,037.50	35%	\$1,763.13
\$160,000	3.25%	\$5,200.00	35%	\$1,820.00
\$165,000	3.25%	\$5,362.50	35%	\$1,876.88
\$170,000	3.25%	\$5,525.00	35%	\$1,933.75
\$175,000	3.25%	\$5,687.50	35%	\$1,990.63
\$180,000	3.25%	\$5,850.00	35%	\$2,000*

\*Total Annual Tax Credit capped at \$2,000 per year.