

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

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

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
  - A. Special Remembrance of Jim Wyman, WSPY Reporter
6. Public Comment
7. Consent Agenda
  - A. Approval of County Board Minutes from February 1, 2022
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$ 2,361,192.15
  - D. Approve the release of the July 15, 2021 Finance Committee Executive Session Minutes Review
  - E. Approval of Updated American Rescue Plan Act Small Business Grant Agreement
8. Old Business
  - A. Approval of a Resolution Rescinding Resolution 20-48 requiring employees and visitors to wear masks and follow posted COVID-19 safety guidelines while in the County Office Building, Historic Courthouse, and the Highway Department Buildings
9. New Business
  - A. Presentation Wight & Company – Request for Proposal for Needs Assessment
  - B. Approval of architectural firm qualification rankings of 1. Cordogan Clark 2. FGM Architects, Inc. 3. Wight & Company for the Needs Assessment Project
10. Elected Official & Other Department Reports
11. Standing Committee Reports
  - A. Economic Development
    1. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Verne Henne Construction & Electric for the amount of \$25,000
    2. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Amenity Roofing, Siding & Gutters LLC LLC for the amount of \$25,000
    3. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Kendall Printing for the amount of \$25,000
    4. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with 360 Fitness, LLC for the amount of \$25,000
    5. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Bella Tressa Hair Studio for the amount of \$25,000
    6. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Pletka Family Rental Inc. for the amount of \$25,000
    7. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with The Salvant Group Inc. for the amount of \$22,000
    8. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Go for it Sports for the amount of \$25,000
    9. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Jamszels LLC for the amount of \$21,000
    10. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Alpha Cleaners for the amount of \$25,000
    11. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with S&K Excavating & Trucking Inc. for the amount of \$25,000

12. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Benny Place Inc. for the amount of \$24,010
13. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Steven's Silkscreening & Embroidery, Inc. for the amount of \$25,000
14. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Terry's Carpet Cleaning for the amount of \$25,000
15. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Grace Cleaners for the amount of \$25,000
16. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with NDB Enterprises Inc. DBA Sunfield Restaurant for the amount of \$25,000
17. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with H A S Inc. DBA The Friendly Tap for the amount of \$25,000
18. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Carlson Oil Company for the amount of \$25,000
19. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Ivana's Café for the amount of \$25,000
20. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Village Vac Company for the amount of \$25,000
21. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Duy's Incorporated for the amount of \$25,000
22. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Creative Mind Events- Crafts & More for the amount of \$4,242
23. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with The Law Office Corporation for the amount of \$25,000
24. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Automotive Specialties, Inc. for the amount of \$25,000

12. Special Committee Reports
13. Other Business
14. Chairman's Report
15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
February 1, 2022**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday February 1, 2022 at 6:10 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Brian DeBolt, Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, Ruben Rodriguez and Robyn Vickers. Member(s) absent: Amy Cesich and Elizabeth Flowers.

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

**THE AGENDA**

Member Kellogg moved to approve the agenda moving executive session to after public comment. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**EXECUTIVE SESSION**

Member DeBolt 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 Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**RECONVENE**

**CONSENT AGENDA**

Member Gilmour moved to approve the consent agenda of **A)** county board minutes from January 4, 2022; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$ 2,614,654.34; **D)** Approve Kane County Inmate Housing Agreement, third extension expiring June 27, 2022. Member Gengler seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

**C) COMBINED CLAIMS:** ADMIN \$131.87; ANML CNTRL WRDN \$958.00; ASSMT \$137.78; CIR CT CLK \$977.83; CIR CRT JDG \$3,561.05; COMB CRT SVS \$16,017.79; COMM ACTN SVS \$3,162.20; CORONR \$1,699.09; CORR \$27,189.64; CNTY BRD \$476,060.80; CNTY CLK \$1,364.68; HIGHWY \$140,967.59; TREASR \$5,275.26; ELECTION \$1,481.55; EMA DIR \$1,751.02; EMA \$243.97; GIS CORD \$25,292.29; HLTH & HMN SRV \$158,814.81; JURY \$306.10; MERIT \$1,035.00; PBZ \$196.40; PRSD JDGE \$1,452.70; PROB SVS \$768.97; ROE \$362.65; SHRF \$53,472.07; SOIL & WTR \$50,000.00; ST ATTY \$697.85; TECH DIR \$12,712.86; TREASR \$785.28; UTIL \$1,010.35; VET \$1,403.50; FP \$22,259.15; SHF \$17,670.52; SHF \$493,938.60; CIVIL \$867,995.12; ARPA \$223,500.00

D) A complete copy of IGAM 22-04 is available in the Office of the County Clerk.

**ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS**

**Sheriff**

Sheriff Dwight Baird presented the FY21 annual report for the Sheriff's Office. Sheriff Baird spoke about the deputies that helped in the Montgomery fire.

**Facilities**

Member DeBolt stated that the work has started on the third floor for the moving of the Recorder's Office.

**STANDING COMMITTEE REPORTS**

**Law Justice & Legislation**

**Senate Bill 3737**

Member Gilmour moved to approve a resolution supporting Illinois General Assembly Senate Bill 3737. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 22-04 is available in the Office of the County Clerk.

## Inspector General

Member Gilmour moved to approve a resolution governing the Inspector General of Kendall County. Member Vickers 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 22-05 is available in the Office of the County Clerk.

## Jano Technologies

Member Gilmour moved to approve a resolution granting the Kendall County Clerk of the Circuit Court authority to enter into agreements with Jano Technologies on behalf of Kendall County, Illinois. 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 Resolution 22-06 is available in the Office of the County Clerk.

## Body Worn Cameras

Member DeBolt moved to approve the purchase of 20 body worn cameras including associated hardware and 5 years of cloud storage in an amount not to exceed \$72,353.00. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## Finance

### Oswego Area Chamber

Member Kellogg moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with the Oswego Area Chamber of Commerce for the amount of \$25,000. Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### Open Door Rehabilitation Center

Member Kellogg moved to approve the amendment agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Open Door Rehabilitation Center for the amount of \$25,000. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### General Fund Balance Policy

Member Kellogg moved to approve the General Fund – Fund Balance Policy. Member Gengler 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 22-07 is available in the Office of the County Clerk.

### Circuit Clerk Hire

Member Kellogg moved to approve authorizing the Circuit Clerk to hire 1 Full-Time and 1 Part-Time positions. Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### Grant Administration Position

Member Kellogg moved to approve a Grant Administration Position in the Health Department to be paid from the American Rescue Plan Act Fund. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### Economic Development

#### Melissa Jean, Inc.

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Melissa Jean, Inc. for the amount of \$9,200. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### Oswego Brewing Company

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Oswego Brewing Company for the amount of \$25,000. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### Top Shelf Cleaning

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Top Shelf Cleaning for the amount of \$25,000. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **Tap House Grill Oswego, LLC**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Tap House Grill Oswego, LLC for the amount of \$25,000. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **A Royal Paint**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with A Royal Paint for the amount of \$25,000. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **2320 Oswego Inc. DBA La Tan**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with 2320 Oswego Inc. DBA La Tan for the amount of \$25,000. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **The Wash House Inc.**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with The Wash House Inc. for the amount of \$25,000. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **RMT Properties LLC**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with RMT Properties, LLC for the amount of \$25,000. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **Rosati's of Yorkville LLC**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Rosati's of Yorkville, LLC for the amount of \$25,000. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **Chetak Inc. DBA TCBY**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Chetak Inc. DBA TCBY for the amount of \$25,000. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **Ginger and Soul**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Ginger and Soul for the amount of \$11,833. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **Consultax Inc.**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Consultax, LLC for the amount of \$22,560. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **Watson Visuals LLC**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Watson Visuals, LLC for the amount of \$25,000. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### **Spirit Cheerleading All Stars Inc.**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Spirit Cheerleading All Stars Inc. for the amount of \$25,000. Member Vickers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## **Baker Dental**

Member Koukol moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Baker Dental for the amount of \$25,000. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman Gryder informed the board of the Historic Preservation organization meeting on February 16, 2022.

County Administrator Scott Koeppel informed the board of the Regional Plan Commission annual meeting on February 5, 2022.

## **Chairman's Report**

Video was shown of the Montgomery fire where Sheriff Deputies had responded and helped to save 2 individuals.

## **PUBLIC COMMENT**

Nathaniel Green from Representative Welter's Office stated he was in available if there was any concerns or questions that he could take back to the office.

Scott Pugsley spoke about the American Rescue Plan Act grant money, how much the county got, and how it is being divided up among applicants.

## **ADJOURNMENT**

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

Approved and submitted this 10th day of February, 2022.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Thursday, February 10, 2022 at 4:00 PM**  
**Meeting Minutes**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE** - The meeting was called to order at 4:00p.m. by County Board Chair Scott Gryder.

**ROLL CALL**

<b>Board Member</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Absent		
Brian DeBolt	Yes		
Elizabeth Flowers	Absent		
Scott Gengler	Here		
Judy Gilmour	Here		
Scott Gryder	Here		
Matt Kellogg	Here		
Dan Koukol	Present		
Ruben Rodriguez	Here		
Robyn Vickers	Absent		

**Others Present:** Latreese Caldwell, Jennifer Karales, Scott Koeppel, Kelly Prestegaard, and Leslie Johnson

**APPROVAL OF AGENDA** – Motion by Member Rodriguez, second by Member Gengler. **With seven members present voting aye, the motion carried by a vote of 7-0.**

**APPROVAL OF NOVEMBER 10, 2021 AND DECEMBER 30, 2021 MEETING MINUTES** – Member Gilmour made a motion to forward the November 10, 2021 and December 30, 2021 Meeting Minutes to the County Board for approval, second by Member Gengler. **With seven members present voting aye, the motion carried by a vote of 7-0.**

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS**

***Facilities Management Department*** - Brian DeBolt – Facilities Management Committee Chair informed the committee that Mr. Smiley, Mr. Koeppel and he reviewed the Architect Needs Assessment Candidate applications and have narrowed them down from 10 applications to the top four candidates. They plan to have the top two candidates present at the next County Board meeting.

***Animal Control Department*** - Kelly Prestegaard, Animal Control Director provided an update on the current kennel statistics including intakes of animals and animals currently ready for adoption, the status of current rabies tag sales, and the positive and collaborative employee and volunteer efforts in the daily operation of the facility. Ms. Prestegaard stated that they were excited to host a Volunteer Adoption event with reduced adoption fees from February 11–14, 2022. They hope to have other adoption events in the future.

***NORTHERN ILLINOIS FOOD BANK PRESENTATION*** – Hester Bury, Director of Corporate & Foundation Giving, explained the mission of NIFB, which starts by serving residents in 13 counties including Kendall County. The centers provide 250,000 meals per day, by bringing together manufacturers, local and corporate grocers, area farmers, corporations, foundations, and individuals who donate food and funding. Each week approximately 1,000 volunteers help to evaluate, repack, and distribute food. NIFB partners with more than 900 food pantries, soup kitchens, shelters, and youth and senior feeding programs to provide nutritious food and resources. Distribution Centers are located in Geneva, Waukegan, Rockford and Joliet. Ms. Bury stated that NIFB received \$25,000 from the Kendall County American Rescue Plan Act Non-Profit Grant, which helped to provide over 741,000 meals in Kendall County.

Ms. Bury reported there has been a 21 percent increase in overall hunger since the beginning of the Covid pandemic, creating a 7.3 percent child food insecurity rate, and a 28 percent decrease in child meals provided. Now more than ever, the centers depend on partner agencies in each county for assistance in reaching everyone in need.

Ms. Bury was excited to announce that residents are now able to order food online, and request home delivery (Doordash) from all four centers. This option was a crucial addition of service to those in need and in the fight against hunger before and during the pandemic, and will continue in years to come.

***CASA KENDALL COUNTY UPDATE*** – Jennifer Gilbert, Director introduced her five new employees for the program, and added that they were only able to hire new employees due to money raised in recent fundraisers. Ms. Gilbert explained that CASA (Court Appointed Special Advocates) is a volunteer trained and supported by CASA staff to monitor the court cases of children ages 0-21 years, who have been classified as abused, neglected and/or dependent by the juvenile court system.

Ms. Gilbert stated Covid-19 has contributed to the continuing issues of Hunger, Transportation, Domestic Violence and Drug Abuse for parents and therefore for children in the past two years. CASA Kendall County statistics in 2019 were service to 58 children, that number more than doubled to service to 146 children in 2021.

Ms. Gilbert was excited to announce the possible purchase of a new facility in Yorkville that would allow safe and monitored parent/child visitation in a “home” environment. With the assistance of Congresswoman Lauren Underwood, CASA Kendall County applied for the federal Build Back Better program grant, and if qualified, would receive \$250,000 to purchase the house where families can cook together watch movies, play and learn healthy habits and create a better environment for all.

Ms. Gilbert invited the County Board to join them in their first ever “Hands Around the Clubhouse” event to raise awareness to child abuse and neglect in Kendall County, on Friday, April 1, 2022 at 12:15p.m. at the new location of 301 E. Van Emmon Street, Yorkville. Guest speakers include Kendall County State’s Attorney Eric Weis, Kendall County Sheriff Dwight Baird, and CASA Executive Director Jennifer Gilbert. Those interested in attending should RSVP to Nikki at [Nosterich@co.kendall.il.us](mailto:Nosterich@co.kendall.il.us).

**OLD BUSINESS** – None



## NEW BUSINESS

- *Review of Updated American Rescue Plan Act Small Business Grant Agreement* – Mr. Koepfel reviewed the proposed changes to the verbiage in the ARPA Grant Agreement with the committee. **There was consensus by the committee to accept the proposed changes to the Grant Agreement.**
- *Review of American Rescue Plan Act Small Business Grant Applications* – Ms. Karales briefed the committee on the twenty applications which totaled \$436,398.25. Member Koukol made a motion to forward the applications to the County Board for final approval, second by Member DeBolt. **With seven members present voting aye, the motion carried by a vote of 7-0.**
- *Discussion of American Rescue Plan Act Small Business Grant Program* – Discussion of the current procedures of the grant program, the application portal, the response from non-profit organizations and small business owners to the grant program. There was also discussion about the number applicants, and the designated funds for each category of grants.

**PUBLIC COMMENT** - None

**QUESTIONS FROM THE MEDIA** – None

**CHAIRMAN’S REPORT** – Chairman Gryder reminded the committee that the Kendall County Fair Association continues their “Bottle Caps to Benches” fundraiser and collects plastic bottle caps and lids that will be recycled into benches for the Fairgrounds. Bottle Caps and Lids can be dropped off at the Fairgrounds on Wednesdays or by calling for an appointment. The County Office Building employees have a collection box on the first floor and take donations to the Fairgrounds on a routine basis.

**EXECUTIVE SESSION** – Review of Executive Session Meeting Minutes was tabled until the March 10, 2022 meeting.

## **BOARD ACTION ITEMS FOR FEBRUARY 15, 2022**

*Approval of American Rescue Plan Act Small Business Grant Program Applications*

**ADJOURNMENT** – Member DeBolt made a motion to adjourn the meeting, second by Member Rodriguez. **With seven members present voting aye, the meeting adjourned at 5:56p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes for Thursday, February 10, 2022**

---

**Call to Order** – Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:01p.m

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Present		
Brian DeBolt	Yes		
Scott Gengler	Here		
Scott Gryder	Here		
Matt Kellogg	Yes		

**Others Present** – Latrese Caldwell, Jennifer Karales, Scott Koepfel

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

**Approval of Claims** – Member Cesich made a motion to forward the claims to the County Board for approval, second by Member DeBolt. **With five members present voting aye, the motion carried.**

**Department Head and Elected Official Reports** - None

**Items of Business**

- *Tax Abatement: Approval of Ordinance Abating the Taxes levied for the Year 2021 Payable 2022 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019A & 2019B for the County of Kendall, Illinois* – Member Gryder made a motion to forward the item to the County Board for approval, second by Member Cesich. Ms. Caldwell explained that the bonds are not paid from property taxes, but are paid by alternate funds. **With five members present voting aye, the motion carried by a vote of 5-0.**

Preceding discussion of the three resolutions establishing the salary for the County Treasurer and Collector, the County Clerk and Recorder, and the County Sheriff, Chair Kellogg asked the committee what background information they would like to see, what they need to see before making a decision. The committee asked for information on other income they receive, the salary history for the past three terms, a comparable of surrounding county salaries for these elected officials, and a scenario of salary with varying percentage increases. Ms. Caldwell stated that a decision must be made by May 12, 2022, prior to the Primary election.

- *Discussion and Approval of Resolution Establishing the Salary for the Kendall County Treasurer and Collector – **There was consensus that this item would be discussed further at the February 24, 2022 Finance meeting.***
- *Discussion and Approval of Resolution Establishing the Salary for the Kendall County Clerk and Recorder – **There was consensus that this item would be discussed further at the February 24, 2022 Finance meeting.***
- *Discussion and Approval of Resolution Establishing the Salary for the Kendall County Sheriff – **There was consensus that this item would be discussed further at the February 24, 2022 Finance meeting.***
- *Discussion and Approval of Door Security and Cameras for County Office Building Renovation Project – Member DeBolt reviewed the proposed Door Security and Cameras for County Office Building. Mr. Koepfel said that the County Clerk can submit the cost for licensing of the door locks and a replacement camera in the Clerk’s Office to an Election grant. There is no guarantee that she will receive reimbursement through the grant. **There was consensus by the committee to use ARPA funds for this project.***
- *ARPA Treasury Reporting Status – Ms. Karales reviewed the reporting requirements and the treasury reports that she has already submitted with the committee. Mr. Koepfel reviewed the revenue loss and the ability to take up to \$10 million from ARPA funds for lost revenue.*
- *ARPA Non-Profit Grant Review Updates – Jennifer Karales stated that Oswegoland Seniors, Inc. reached out to her when they were providing their 90-day report, to say they would like to move money around in the same categories, but instead of using it for Covid, they would like to use it for more cleaning enhancements. The State’s Attorney’s Office advised that the agreement with Oswegoland Seniors, Inc. would need to be revised with this new information. Ms. Karales stated that she would need this item to go to the County Board for approval.*

Member Cesich made a motion to forward the amendment to the County Board for approval, second by Member DeBolt. **With five members present voting aye, the motion carried by a 5-0 vote.**

In response to the committee’s request for additional information at the last Finance meeting, Ms. Karales reached out to the churches that were previously denied to ask about their audited financial statements, and their audit process. Ms. Karales stated that most of the churches have an outside entity that audits their finances, and that they are willing to submit their audits with their ARPA non-profit applications. Mr. Koepfel stated that Admin staff will take this discussion to the State’s Attorney’s Office to develop rules that fit our current rules to expand them to allow for audited financial statements for tax exempt 501-C3’s.

- *Additional Future ARPA Projects* – Member Kellogg reminded the committee about the ARPA “wish list” from other entities in the County. Member Gryder said he heard that there are potentially some other grant opportunities that would like to work with the County (Minooka Project, Realtors Association) that would like to help if the County goes in that direction.

Discussion on Rural Broadband and a potential grant that will be available through the State of Illinois, the scanned document project and how records are currently stored, the non-profit 211 Project request for Kendall County, Drainage District projects, the Minooka Water project, the Lisbon Water project, and the Boulder Hill Water Project.

**Public Comment** – None

**Questions from the Media** – None

**Action Items for County Board**

- *Approval of Claims*
- *Approval of Ordinance Abating the Taxes levied for the Year 2021 Payable 2022 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019A & 2019B for the County of Kendall, Illinois*
- *Approval of Door Security and Cameras for County Office Building Renovation Project*
- *Approval of the Amendment Agreement for Disbursement and Use of Kendall County’s American Rescue Plan Act funds with Oswegoland Seniors, Inc. for the amount of \$25,000*

**Items for Committee of the Whole Meeting** - None

**Executive Session** – Member Cesich made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2/21, second by Member DeBolt.

**Roll Call**

<b>Attendee</b>	<b>Status</b>
Amy Cesich	Yes
Brian DeBolt	Yes
Scott Gengler	Yes
Scott Gryder	Yes
Matt Kellogg	Yes

Others Present: None

**With five members present voting aye, the committee entered into Executive Session at 5:43p.m.**

**With five members in agreement, the committee reconvened in Open Session at 5:47 p.m.**

**Adjournment** – Member DeBolt made a motion to adjourn the Budget and Finance Committee meeting, Member Gryder seconded the motion. **With five members present voting aye, the meeting was adjourned at 5:50p.m. by a vote of 5-0.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant and Recording Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**Health & Environment Committee**  
**Monday, February 14, 2022**  
**Meeting Minutes**

**CALL TO ORDER**

The meeting was called to order by Chair Robyn Vickers at 8:30a.m.

**ROLL CALL**

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

**With five members present, a quorum was determined for the conducting of committee business.**

**OTHERS PRESENT:** Ariel Beauchamp, Steve Curatti, Alyse Olson, RaeAnn VanGundy

**APPROVAL OF AGENDA** – Member Gilmour made a motion to approve the agenda, second by Member Flowers. **With five members in agreement by roll call vote, the motion carried 5-0**

**APPROVAL OF PREVIOUS MONTHS MINUTES** – Member Gilmour made a motion, second by Member Rodriguez. **With five members in agreement by roll call vote, the motion carried 5-0.**

**STATUS REPORTS**

- **Board of Health** – Executive Director VanGundy noted that the Grants Coordinator position has been posted, but they’ve only had one application thus far. Ms. VanGundy asked the committee to share the position with their communities.
- **Health Department** – Assistant Executive Director Steve Curatti provided information on their local Public Health Partnerships comprised of public, private, and voluntary entities that contribute to the delivery of essential public health services within Kendall County. Mr. Curatti briefed the committee on the Kendall County Interagency Council that was established in 2017, and explained the mission, purpose and the thirty plus entities involved. Mr. Curatti also briefed the committee on the Kendall County Development Committee (Est. 2020) and stated that their main focus

is on homelessness within the county. This group was formed when there was an immediate need to find temporary and then permanent homes for residents at Hide-Away Lakes Campground that were being displaced due to the sale and development of the property in 2020.

The Senior Providers Group (Est. 2000) offers resources to senior citizens in the County, and includes sources and resources such as the Senior Services Association, and Prairie State Legal Services, that specifically focus on the needs of seniors.

Mr. Curatti stated that the groups are “Not a Hand-out, but a Hand up.” Curatti stated that having partnerships throughout the County keeps each entity well informed and knowledgeable of all sources and resources available to citizens, and allows collaboration of the entities to find the best resources and assistance for citizens.

Mr. Curatti shared that networking with the various partners:

1. Increases collective awareness of local resources
2. Identifies and address gaps in services
3. Prevents unnecessary service redundancies
4. Allows for input and feedback

- **Kendall County Soil and Water District** – Ms. Olson distributed their Spring newsletter, and reported that there will be a Pond Seminar on March 9<sup>th</sup> at the Grundy-Kendall Farm Bureau in Morris. The Fish Sale will take place on April 5<sup>th</sup> and the Tree Sale on April 21<sup>st</sup>.

Ms. Olson briefed the committee on the “Partners for Conservation Program: Cost-share Assistance”, and said cost-share funds are available through the program which is intended to help landowners who want to incorporate projects that conserve soil and protect water quality on their property, but may need some technical and/or financial assistance to get started. Eligible practices include: Water Well Sealing, Grassed Waterways, Cover Crops, Filter Strips, Pollinator Habitat, Grade Stabilization Controls, Nutrient Management and Rain Gardens. Those interested should contact the Kendall County SWCD office for details.

Ms. Beauchamp briefed the committee on the **AG Career Contest 2022** to promote students to learn more about agriculture careers and research ways in which an agriculture career may fit their interests. There will be a \$100 prize for first place in three categories: Elementary School, Middle School, and High School, and a \$25 prize for second place in each category. All essays and videos should specifically address the topic of Agriculture Careers. The contest ends on March 25, 2022.

Once again, there will be a **Summer AG Institute** from July 6-8, 2022 to learn how to incorporate agriculture-themed lessons and activities in the classroom. Contact Ariel at [Kendallaitc@gmail.com](mailto:Kendallaitc@gmail.com) for more information or to register for the event.

*Farm Camp* is back in 2022! Students age 8-12 can attend the 5-day camp to learn about farm life on the Dickson-Murst Farmstead in Montgomery. The camp is from June 27<sup>th</sup> through July 1<sup>st</sup>. This year kids will learn how weather affects our planet in agriculture applications, get their hands dirty learning about soil, animals, tools, and weather. Registration is on the Conservation Foundation registration page at: <https://tcf.givecloud.co/camp-registration>.

- **Water Related Groups** – No report
- **708 Mental Health Board** – No report

**OLD BUSINESS** – None

**NEW BUSINESS** - None

**CHAIRMAN’S REPORT** – None

**PUBLIC COMMENT** – None

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

**COUNTY BOARD ACTION ITEMS** – None

**EXECUTIVE SESSION** – Not Needed

**ADJOURNMENT** – Member Rodriguez made a motion to adjourn the meeting, second by Member Gengler. **With five members present in agreement, the motion carried 4-0, and the meeting ended at 9:10a.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Clerk



**COUNTY OF KENDALL, ILLINOIS**  
**Law, Justice and Legislation Committee**  
**Monday, January 24, 2022**  
**Meeting Minutes**

**Call to Order and Pledge Allegiance** – Chair Judy Gilmour called the meeting to order at 3:00p.m. and led the Pledge of Allegiance.

**Roll Call:**

<b>Committee Member</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Judy Gilmour	Here		
Amy Cesich	Present		
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers		3:02p.m.	

**Others Present:** EMA Director Roger Bonuchi, Court Services Director Alice Elliott, Public Defender Jason Majer, Circuit Clerk Matthew Prochaska, Court Services Director Alice Elliott, Undersheriff Bobby Richardson, ASA Brandon Rissman

**Approval of Agenda:** Member Cesich made a motion to approve the agenda, second by Member Rodriguez. **With four members present voting aye, the agenda was approved.**

**Approval of Minutes** – Member Koukol made a motion to approve the November 22, 2021 meeting minutes, second by Member Rodriguez. **With five members present voting aye, the motion carried by a 5-0 vote.**

**Public Comment** – Debra Peterson - Kendall County Public Defender System

**Status Reports**

**Coroner** – November and December 2021 written reports provided.

**EMA** – November and December 2021 written reports provided. EMA Director Bonuchi reviewed the Region 2 Covid statistics with the committee, stating that Region 2 have decreased.

**Public Defender** – Chief Judge Pilmer responded to the questions from Ms. Peterson, and said that the attorney is set by state stature at 90% of the State’s Attorney. Pilmer stated that Assistant Public Defender’s receive required training and are required to obtain a number of additional training hours each year as required by law. Judge Pilmer also responded to the question of the former Public Defender’s retirement from the County.

Public Defender Jason Majer reported that the office is now at full staff with one Public Defender, and five Assistant Public Defenders. Mr. Majer reported the longest tenured attorney is 32 years of experience, and the newest assistant at 3 years of experience.

Mr. Majer reported the current caseload as 1, 982, with 222 new cases for the month of January, which is approximately 200 cases higher than the previous month.

Public Defender Majer stated that the state usually conducts an annual Public Defender training each year, but training has been delayed for the past two years due to Covid.

**Circuit Clerk – Written report provided.** Circuit Clerk Matthew reviewed several reports that were in the packet with the committee, explaining the age of pending cases, and the annual financial report for 2021. Mr. Prochaska updated the committee on the addition of a computer station available to litigant’s in the viewing room. The State has now limited the type of report that can be made available for online viewing to anyone besides attorneys and party to the case.

Mr. Prochaska updated the committee on the mandated record keeping system, the changes that took effect on January 1, 2022, and the state-wide case search that has been developed. Mr. Prochaska stated that one of the biggest impacts is with Tax Cases, going forward each case will be treated separately, so there will be substantially more cases now due to the mandated manual record keeping.

Mr. Prochaska asked the committee to include on the upcoming County Board agenda, a resolution granting the Circuit Clerk authorization to enter into Agreements with Jano Technologies on Behalf of Kendall County, Illinois. Mr. Prochaska explained the need for the contract, and stated that this item was included in his original budget. Mr. Prochaska stated that he will also purchase the module for the Public Defender’s Office. The County Board granted the funds to allow the Public Defender’s Office access to the court management system. **There was consensus by the committee to include this item on the February 1, 2022 County Board agenda for approval.**

**Court Services – Written reports provided.** Director Elliot reported that their Adult Supervisor moved on to a Federal Probation position in the state of Georgia, leaving a vacancy. Elliott stated that although they have posted the position, they have had a very low response which appears to be consistent throughout the state. This position will remain open for a few months and take the time to ensure a right fit. She hopes to fill the position in April.

Elliott said that recently posted vacant positions from the Administrative Office of Illinois Courts have significantly higher than standard salaries amongst the County positions. This disparity could make filling vacancies difficult in the future.

Director Elliott highlighted the Juvenile Division during the Committee meeting, stating the goal is to create a comprehensive continuum of intervention serving delinquent youth utilizing proven methods. Court Services recognizes the complexity of family dynamics and the degree to which childhood trauma plays into juvenile delinquency. They have begun the work of repurposing a portion of the resources freed up when the Sheriff’s Office took

over the GPA Monitoring program, to focus on their most complex cases that often consume detention dollars. Jacqueline Juodis is the Juvenile Supervisor and provided a brief overview of the work her team is doing.

**Chief Judge** – Judge Pilmer reported that he is no longer the Chief Judge for the 23<sup>rd</sup> Circuit, since his term expired. Judge Bradley Waller in DeKalb is now the Chief Judge for three years.

Judge Pilmer stated that Bailiff's are in each courtroom and assist with maintaining order and decorum, and getting litigant's heard. This past week, one of their Bailiff's Patricia Anderson passed away unexpectedly. Judge Pilmer said they mourn her passing along with her family, colleagues and friends.

Judge Pilmer said there is opportunity for Technology Modernization grant available through the Administrative Offices of the Illinois Courts, and they are planning to apply. They are working on a list of equipment in the courthouse that will make things easier for the litigant's that come into the Courthouse. They successfully applied for a grant earlier, and received funding for new computers to assist with the hybrid court appearances.

Judge Pilmer reported they continue to conduct court in person and remotely through hybrid, and he sees that continuing well into the future, so they are adapting to that as needed. The Supreme Court announced a new policy on portable electronic devices, their local rule was updated prior to the Supreme Court policy and the local rule is in line with the Supreme Court's policy, allowing people to bring phones into the courthouse, but there are rules regarding taking photographs or recording in specific areas.

Judge Pilmer stated that the Public Defender by statute is selected by the Circuit Judges of the Circuit, four in Kendall County and one in DeKalb. Under the local rules there is a periodic review of the Public Defender from time to time, and they are encouraged to contact the Presiding Judge, who ensures they have the necessary tools and personnel to get their job done in an appropriate manner.

**State's Attorney – No Report**

**Sheriff's Report –**

- a. Operations Division – Written report provided. Undersheriff Richardson reviewed some of the highlights of the November and December 2021 reports, and on the office vacancies and new hires. The Undersheriff briefed the committee on the potential of 7 deputies eligible for retirement.

Undersheriff Richardson stated that they are requesting approval to purchase 20 Body worn cameras including associated hardware and 5 years of cloud storage in an amount not to exceed \$72,353.00. This purchase will bring the Sheriff's Office into compliance for House Bill 3653. The Undersheriff asked the committee to forward this item to the February 1, 2022 County Board agenda for approval.

Sheriff Baird highlighted portions of the Sheriff's Office Annual Report for the committee.

Sheriff Baird reviewed the cost for the EHM equipment, and the amount they collected from the participants.

Sheriff Baird reported that Commander Jason Langston completed the FBI Academy recently and is half-way through his Master's Degree Program.

Undersheriff Richardson briefed the committee on House Bill 3653 and some of the bill requirements that went into effect on January 1, 2022, and Commander Jeanne Russo reviewed some of the changes that effect Corrections.

- b. Corrections Division – Written report provided. Commander Russo stated that the most significant item in the report is in the EHM violations.

Commander Russo explained the violations:

1. Financial Violation: When the participant on the program is more than 30 days behind in paying their daily fee, and when that happens a violation is issued, which goes to the state, and then the state determines if a warrant is issued or their GPS is revoked.
2. Unapproved Stops: When the participant only had permission to go from point A to point B, but made additional non-approved stops along the way, causing a violation to be issued.
3. Leaving the State of Illinois without permission: As a commission of their bond and their EHM agreement, a participant has to stay in the State of Illinois. When they leave the state without permission, they are issued a violation.
4. Removal of bracelet and leaving the State: Participant cut their bracelet off and left the state. A warrant for their arrest is issued by the Sheriff's Office.

Commander Russo explained other issues when a violation is issued. Russo stated that the program is growing and there are more violations.

- c. Records Division – Written report provided.

**Old Business** – Scott Koeppel reported that he, County Clerk Debbie Gillette and the State's Attorney's Office continue working on the Peddler's Ordinance, the clerk is responsible for registering solicitors.

### **New Business**

- *Discussion of EMA Hazard Mitigation Plan* – Director Roger Bonuchi briefed the committee on the EMA Hazard Mitigation Plan for Kendall County, and the process of updating the County's current plan. An outside vendor will be contracted to update the plan. Bonuchi asked the committee for permission to move forward without an RFP and proceed with the contract for professional services. Scott Koeppel stated that the vendor will assist the County with writing the grant, and also assist the County in upgrading the action plan. **There was consensus by the**

**committee to authorize the contract for legal review and then to the County Board for final approval.**

- *Discussion and Approval of a Resolution Supporting Judicial Facilities Fee for Kendall County* – Mr. Koepfel reported that Circuit Clerk Prochaska brought up at his budget hearing that there is a judicial facilities fee that is levied in some counties, but not in Kendall County that could be used in the future for the possibility of finishing the top floor of the Courthouse. Mr. Koepfel said that the Courthouse was built with the thought of the County’s growth, and the County has grown 14.7 percent since 2010. Koepfel said the issue with the facilities fee is that only Will and Kane County are authorized to levy the judicial facilities fee. This resolution is asking that Kendall County be authorized by ordinance to assess this fee up to \$30 to civil and criminal cases. The County Board would have to approve an ordinance designating the fee if the resolution is approved by the State.

Member Cesich made a motion to forward the item to the County Board for approval, second by Member Koukol. **With five members present voting aye, the motion carried by a vote of 5-0.**

- *Discussion and Approval of Resolution Governing the Inspector General of Kendall County* – Mr. Koepfel stated that the resolution has been through the State’s Attorney’s Office and the Sheriff’s Office for review. **There was consensus by the committee that this item should be added to the February 1, 2022 County Board agenda with County Board Chairman approval.**

**Legislative Update** – Both the House and the Senate will return to session on February 1, 2022.

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

**Items for the February 1, 2022 Kendall County Board Meeting**

- *Approval of a Resolution granting the Kendall County Clerk of the Circuit Court authorization to enter into Agreements with Jano Technologies on behalf of Kendall County, Illinois*
- *Approval of a Resolution Governing the Inspector General of Kendall County, Illinois*
- *Approval of a Resolution supporting Judicial Facilities Fee for Kendall County, Illinois*

**Items for the February 10, 2022 Committee of the Whole Meeting** – None

**Chairman’s report/comments** - None

**Public Comment** – None

**Executive Session** – Not needed

**Adjournment** – Member Cesich made a motion to adjourn the meeting, second by Member Vickers.

**With five members in agreement, the meeting adjourned at 4:45p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

**AGREEMENT FOR DISBURSEMENT AND USE OF  
KENDALL COUNTY’S AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Kendall, Illinois, a unit of local government (“County”) and \_\_\_\_\_ (“Grantee”). For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

**RECITALS**

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds from the United States Government in two tranches, with 50% provided beginning in May 2021 and the balance delivered approximately 12 months later; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Interim Final Rule”) and issued Frequently Asked Questions (“FAQs”) clarifying the Interim Final Rule; and

WHEREAS, pursuant to the Interim Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Interim Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County’s communities and population; and

WHEREAS, the Interim Final Rule permits the County to use its Recovery Funds to provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, and/or to mitigate financial hardship resulting from the pandemic; and

WHEREAS, the County finds that the pandemic has had a negative economic impact on Grantee and Grantee's use of a portion of the County's Recovery Funds would assist Grantee in adopting safer operating procedures, weathering periods of closures, and/or mitigating financial hardship resulting from the pandemic; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the disbursement of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the following specific purpose(s) to respond to the negative impact faced by Grantee as a result of the pandemic:

**DESCRIPTION OF USE FOR MONEY AND TIME PERIOD DURING WHICH COST INCURRED.**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. Recitals**

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

**2. County's Obligations**

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of [ ] Dollars and [ ] Cents (\$ [ ]) [INSERT GRANT AMOUNT] to be used by Grantee for the following purpose(s):

**DESCRIPTION OF USE FOR MONEY AND TIME PERIOD DURING WHICH COST INCURRED**

Said amounts actually disbursed to Grantee shall hereinafter be referred to as "Grant funds."

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum amount via check payable to "INSERT NAME OF PAYEE" as soon as possible but no later than SIX MONTH DATE.



**3. Grantee's Obligations**

- a. Grantee understands and agrees it shall use the Grant funds only for the following limited purpose(s):  
**DESCRIPTION OF USE FOR MONEY AND TIME PERIOD DURING WHICH COST INCURRED.**
- b. Grantee must spend all Grant funds within the following time period: **DATE BOARD APPROVES AGREEMENT** through **DATE SIX MONTHS LATER** (the “allowable spending period”). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee’s allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than those set forth in Paragraph 3(a) above (hereinafter referred to as an “Improper Purpose”), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- e. By signing this Agreement, Grantee affirms all information submitted in its grant application is correct.
- f. By signing this Agreement, Grantee affirms it possesses any required licenses for its type of business and is legally authorized to conduct business in Illinois and in Kendall County. In the event Grantee loses its authority to conduct its business in Illinois or Kendall County, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee.
- g. Grantee agrees that its business will continue to operate within Kendall County for the duration of the allowable spending period. If Grantee’s business ceases to

operate within Kendall County prior to the end of the allowable spending period, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee.

- h. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive during the allowable spending period, reimbursement or payment from another federal, state, local, or private program designed to provide relief from the COVID-19 pandemic.
- i. Grantee agrees to comply with ARPA, the Interim Final Rule, and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, and executive orders.
- j. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- k. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
  - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit.
  - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by

Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- l. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- m. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
  - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Interim Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
  - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iii. The Illinois Human Rights Act, Title VI 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.

- iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
- v. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- n. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- o. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, 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 Grantee 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.

- p. Grantee, 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.

#### **4. Assignment**

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.

#### **5. Non-appropriation**

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

#### **6. Remedies**

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in

its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Interim Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.

- b. If, following the disbursement of Grant funds to the Grantee, the County determines, in its sole discretion, the Grantee submitted any false, inaccurate, or misleading information in its grant application, the County may demand immediate repayment from Grantee of all Grant funds.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

## **7. Indemnity**

The parties agree that, where the County relied upon the certification of Grantee that such expenses for which Grantee sought Recovery Funds met the minimum requirements of ARPA, and where the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that the use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, 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, judgments, 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 as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement or Grantee's grant application (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee'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. All indemnification obligations shall survive the termination of this Agreement.

## **8. Notice**

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

*If to the County:*           Kendall County Administrator  
  111 W. Fox Street  
  Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to Grantee:*

**INSERT NAME OF CONTACT PERSON**

**INSERT CONTACT INFORMATION**

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

**9. Venue, Legal Action, and Severability**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**10. Execution of Agreement**

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. Entire Agreement**

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

**12. Relationship of the Parties**

Nothing contained in this Agreement, nor any act of the County or Grantee 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 the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

**13. Conflict of Interest**

The County and the Grantee both affirm that no Kendall County officer or elected official has a direct or indirect pecuniary interest in Grantee or this Agreement and that no Kendall County employee, officer, or agent with a real or apparent conflict of interest participated in the selection, award, or administration of the Grant funds.

**14. Waiver**

The County and/or Grantee'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.

**15. Termination**

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duties to defend and indemnify shall survive the term of this Agreement.

**16. Authority**

The County and Grantee 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**KENDALL COUNTY, ILLINOIS**

**INSERT NAME OF GRANTEE**

\_\_\_\_\_  
Scott Gryder  
Kendall County Board Chair

\_\_\_\_\_  
NAME  
JOB TITLE

Attest: \_\_\_\_\_  
Debbie Gillette  
Kendall County Clerk

Attest: \_\_\_\_\_

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

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

**County of Kendall  
Resolution 22 – \_\_\_\_\_**

**RESOLUTION RESCINDING RESOLUTION 20-48 REQUIRING  
EMPLOYEES AND VISITORS TO WEAR MASKS AND FOLLOW  
POSTED COVID-19 SAFETY GUIDELINES WHILE IN THE COUNTY  
OFFICE BUILDING, HISTORIC COURTHOUSE, AND THE  
HIGHWAY DEPARTMENT BUILDINGS**

**WHEREAS**, on September 25, 2020, the Kendall County Board passed Resolution 20-48 requiring employees and visitors to wear masks and follow posted COVID-19 safety guidelines while in the County Office Building, Historic Courthouse, and the Highway Department Buildings; and

**WHEREAS**, a copy of Resolution 20-48 is attached as Exhibit A; and

**WHEREAS**, Resolution 20-48 was set to expire when the State of Illinois reached phase 5 of the Governor’s Restore Illinois Plan; and

**WHEREAS**, the Governor is no longer updating the Restore Illinois Plan; and

**WHEREAS**, the Governor ended a state indoor mask mandate on February 28, 2022.

**NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD**, that Resolution 20-48 requiring employees and visitors to wear masks and follow posted COVID-19 safety guidelines while in the County Office Building, Historic Courthouse, and the Highway Department Buildings is rescinded.

**PRESENTED** and **ADOPTED** by the County Board, this 1st day of March 2022.

Approved:

Attest:

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

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



EXHIBIT A

County of Kendall  
Resolution 20 – 48

**RESOLUTION REQUIRING EMPLOYEES AND VISITORS TO WEAR MASKS AND FOLLOW POSTED COVID-19 SAFETY GUIDELINES WHILE IN THE COUNTY OFFICE BUILDING, HISTORIC COURTHOUSE, AND THE HIGHWAY DEPARTMENT BUILDINGS**

**WHEREAS**, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and

**WHEREAS**, The Governor's Executive Order 2020-32 and IDPH Emergency Rule requires that any person over the age of two wear a face-covering while in a public place and unable to maintain a six-foot social distance; and

**WHEREAS**, The Centers for Disease Control and Prevention recommends masks because they help prevent people who have COVID-19 from spreading the virus to others and masks reduce the spread of COVID-19 in public settings; and

**WHEREAS**, the Kendall County Health Department strongly recommends everyone follow the three W's; **WEAR** a cloth mask over your nose and mouth, **WATCH** your physical distance and stay six feet apart, and **WASH** your hands frequently or use hand sanitizer; and

**WHEREAS**, the Kendall County Board wishes to protect the health and wellness of everyone who works at or may visit a Kendall County Building; and

**NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD**, that all employees and visitors shall follow mask and social distancing guidelines while inside the Kendall County Office Building, Historic Courthouse, and Highway Building.

**BE IT FURTHER RESOLVED**, these guidelines will be implemented on the date the resolution is adopted and will remain in effect until Kendall County has reached Phase 5 of Restore Illinois.

**PRESENTED and ADOPTED** by the County Board, this 15<sup>th</sup> day of September 2020.

Approved:

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

Attest:

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

