

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560

Tuesday, May 17, 2022 at 9:00 a.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Presentation of the 2022 Kendall County Historic Preservation Commission Award for Adaptive Reuse of a Building-Historic Yorkville Jail and Sheriff's Residence to Peter McKnight and Allen + Pepa Architects
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from April 19, 2022
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$1,246,188.27
 - D. Approval of Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4); Filing Fee of \$1,000 to be Paid from Planning, Building and Zoning Department's NPDES Permit Fee Line Item (11001902-63670)
 - E. Approval to Authorize the County Board Chairman to Sign and Submit an Illinois Grant Accountability and Transparency Notice of State Award for a Certified Local Government Grant for an Historic Structure Survey in Unincorporated Kendall and Bristol Townships; Grant Amount is \$29,750 and County's Match is \$12,750 for a Total Project Cost of \$42,500
8. Old Business
9. New Business
 - A. Fiscal Year 2020-21 Audited Financial Statements Presentation
 - B. Discussion and Approval of an Ordinance allowing the Kendall County Treasurer to adopt a Single Bidder Rule for the Annual Tax Sale
 - C. Discussion on Retaining/Relinquishing Authority over Jellystone Park Campground
 - D. Discussion and Approval of P-Tax form for Kendall County Sheriff's Salary Reimbursement
10. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
11. Standing Committee Reports
 - A. Admin
 1. Approval of Rubrik ITB low bid from Presidio in an Amount of \$153,810.76
 - B. Finance
 1. Approval of the Kendall County Non-Profit Grant Program Funded by the American Rescue Plan Act with a Maximum Grant of \$25,000 per Non-Profit and a Total not to exceed \$900,000
 2. Approval of American Rescue Plan Act Small Business Policy and Procedures
 3. Approval of American Rescue Plan Act Small Business Grant Agreement
 4. Discussion and Approval of Fiscal Year 2020-21 Audited Financial Statements
 5. Discussion and Approval of Updated American Rescue Plan Act Grant Agreement with Yorkville Education Foundation
 - C. Planning Building
 1. Approval Petition 22-09-Request from the Kendall County Regional Planning Commission for Amendments to the Future Land Use Map in the Kendall County Land Resource Management Plan by Reclassifying the Properties Located North and Southwest of 12565 Fox Road (PINs: 04-02-400-002, 04-02-400-003, and 04-01-301-005 (South of the Railroad Tracks Only)) in Fox Township from Rural Residential to Mixed Use Business
 2. Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village Plattville to the County of Kendall
 - D. Economic Development

1. Approval of a Revolving Loan Fund Private Business Loan in the amount of \$54,100 with a Term of 7 Years and Interest Rate of 3.5% to Camp Mutty Paws

E. Health & Environment

1. Discussion and Approval of a Proclamation Declaring the First Friday in June to be National Gun Violence Awareness Day
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
April 19, 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 April 19, 2022 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Brian DeBolt, Scott Gengler, Judy Gilmour, Matt Kellogg, Ruben Rodriguez and Robyn Vickers. Member(s) absent: Elizabeth Flowers and Dan Koukol.

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

THE AGENDA

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

SPECIAL RECOGNITION

Mental Health Awareness Month

Member Gilmour moved to approve the proclamation proclaiming May as Mental Health Awareness Month. Member Gengler seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 22-18 is available in the Office of the County Clerk.

Arab American Heritage Month

Chairman Gryder presented a plaque to Oswego resident Ms. Claire Boyle.

PUBLIC HEARING

Chairman Gryder opened the Public Hearing to obtain public comment and consider the economic, social, and environmental effects of Kendall County request to acquire three ADA Accessible vehicles in the amount of \$225,000. There were no public comments. Chairman Gryder closed the Public Hearing.

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** county board minutes from March 15, 2022; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$1,544,575.53; **D)** Senior Planner/Zoning Administrator Job Description; **E)** Petition 22-08-Request from Jonathan A. Bieritz on Behalf of JB Architecture Group, Inc. and Eric and Lisa Weires (Property Owners) for a Plat of Vacation of the Five Foot Drainage and Utility Easements Located on the East Property Line of Lot 12 and the West Property Line of Lot 13 (7327 and 7301 Fitkins Drive, Oswego, PINs: 06-08-150-001 and 06-08-150-002) in Grove Estates Subdivision in Na-Au-Say Township; Properties are Zoned RPD-2; **F)** Release the Executive Session Minutes of the April 11, 2022 Planning, Building and Zoning Committee Meeting **G)** Amendment Agreement for Disbursement and Use of Kendall County's American Rescue Plan Act Funds with Chapel on the Green for the amount of \$6,317.00; **H)** Approve Resolution awarding contracts to the low bidders for the following projects:
21-00161-00-WR to Geneva Construction Co. in the amount of \$554,580.00
22-00000-00-GM to Steffens 3D Construction in the amount of \$193,822.84
22-00000-01-GM to Superior Road Striping in the amount of \$231,635.50
22-01000-00-GM to Steffens 3D Construction in the amount of \$125,730.50
22-02000-00-GM to Geneva Construction Co. in the amount of \$322,606.65
22-03000-00-GM to D Construction, Inc. in the amount of \$170,341.25
22-04000-00-GM to D Construction, Inc., in the amount of \$481,441.50
22-05000-00-GM to D Construction, Inc. in the amount of \$195,311.00
22-06000-00-GM to Builders Paving, LLC in the amount of \$223,888.00
22-07000-00-GM to D Construction, Inc. in the amount of \$279,106.95
22-08000-00-GM to D Construction, Inc. in the amount of \$227,346.40
22-09000-00-GM to Steffens 3D Construction in the amount of \$112,983.60. Member Gilmour seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$899.16; ANML CNTRL WRDN \$7,013.48; CIR CT CLK \$19,928.42; CIR CRT JDG \$11,126.08; CMB CRT SRV \$24,585.49; CNTRT SRVS \$60,379.47; CORONR \$1,641.24; CORR \$46,957.77; CNTY ADMN \$300.00; CNTY BRD \$470,411.86; CNTY CLK \$8,768.71; HIGHWY \$113,173.53; TREASR \$3,854.89; ELECTION \$1,019.24; EMA DIR \$451.52; EMA \$416.07; ENVRMNTL HLT \$207.68; FCLT MGMT \$42,108.75; GIS CORD \$1,442.13; HLTH & HMN SRV \$249,547.29; JURY \$443.93; MERIT \$4,165.60; PBZ SNR PLNNR \$537.50; PBZ \$4,034.39; POSTG \$1,492.98; PRSD JDGE \$6,586.95; PROB \$15,134.76; PUB DFNDR \$915.00; ROE \$6,852.35; SHRF \$89,256.65; ST ATTY \$3,648.05; TECH DIR \$10,568.07; TREASR \$205.03; UTIL \$28,377.61; VET \$4,401.57; FP \$28,496.27; SHF \$31,247.50; SHF \$50,978.54; CIVIL \$193,000.00

E) A complete copy of Ordinance 22-12 is available in the Office of the County Clerk.

H) A complete copy of Resolution 22-19 is available in the Office of the County Clerk.

NEW BUSINESS

Probation Plan

Member Cesich moved to approve the annual probation plan of the 23rd Judicial Circuit Probation and Court Services Department FY2022. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Substance Use Video

Sheriff's Offices played a testimony video from a successful candidate of the learning collaborative for substance abuse.

Civilian Commendation Award

Steve Strahm was awarded the Sheriff's Civilian Commendation Award for his help in capturing a child predator.

County Clerk

Revenue Report		3/1/22-3/31/22	3/1/21-3/31/21	3/1/20-3/31/20
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$900.00	\$1,542.50	\$882.00
MARFEE	County Clerk Fees - Marriage License	\$1,050.00	\$1,260.00	\$750.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$75.00	\$100.00	\$55.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,760.00	\$1,886.00	\$1,412.00
NOTARY	County Clerk Fees - Notary	\$360.00	\$290.00	\$295.00
MISINC	County Clerk Fees - Misc	\$110.00	\$92.00	\$72.00
	County Clerk Fees - Misc Total	\$4,255.00	\$5,170.50	\$3,466.00
RECFEE	County Clerk Fees - Recording	\$32,324.00	\$51,622.00	\$30,441.00
	Total County Clerk Fees	\$36,579.00	\$56,792.50	\$33,907.00
CTYREV	County Revenue	\$52,345.00	\$63,959.75	\$71,213.75
DCSTOR	Doc Storage	\$18,910.00	\$30,421.50	\$17,738.00
GISMAP	GIS Mapping	\$60,000.00	\$96,218.00	\$56,164.00
GISRCD	GIS Recording	\$4,000.00	\$6,414.00	\$3,744.00
INTRST	Interest	\$28.95		\$21.88
RECMIS	Recorder's Misc	\$8,096.25	\$5,585.50	\$533.50
RHSP	RHSP/Housing Surcharge	\$16,200.00	\$27,765.00	\$15,876.00

TAXCRT	Tax Certificate Fee	\$1,880.00	\$1,640.00	\$1,440.00
TAXFEE	Tax Sale Fees	\$670.00	\$1,020.00	\$160.00
PSTFEE	Postage Fees	\$491.11	\$575.64	\$111.20
CK # 19440	To KC Treasurer	\$199,200.31	\$290,391.89	\$200,909.33

County Clerk, Debbie Gillette stated that they are preparing the ballots and getting ready for early voting.

Treasurer

Office of Jill Ferko
 Kendall County Treasurer & Collector
 111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
 FOR FOUR MONTHS ENDED 03/31/2022

<u>REVENUES*</u>	Annual <u>Budget</u>	2022 YTD <u>Actual</u>	2022 YTD% <u>%</u>	2021 YTD <u>Actual</u>	2021 YTD <u>%</u>
Personal Property Repl. Tax	\$465,000	\$309,978	66.66%	\$104,862	26.89%
State Income Tax	\$2,574,336	\$970,883	37.71%	\$907,615	39.46%
Local Use Tax	\$950,000	\$208,012	21.90%	\$448,789	49.87%
State Sales Tax	\$583,000	\$156,069	26.77%	\$180,448	34.05%
County Clerk Fees	\$350,000	\$111,599	31.89%	\$190,287	58.55%
Circuit Clerk Fees	\$1,250,000	\$278,496	22.28%	\$380,057	31.15%
Fines & Foreits/St Atty.	\$275,000	\$64,844	23.58%	\$72,697	26.44%
Building and Zoning	\$75,000	\$37,509	50.01%	\$30,422	44.74%
Interest Income	\$40,000	\$10,990	27.48%	\$7,223	7.22%
Health Insurance - Empl. Ded.	\$1,588,649	\$408,842	25.74%	\$145,342	9.90%
1/4 Cent Sales Tax	\$3,228,750	\$791,871	24.53%	\$1,140,212	37.08%
County Real Estate Transf Tax	\$450,000	\$158,431	35.21%	\$179,058	39.79%

Federal Inmate Revenue	\$1,898,000	\$477,200	25.14%	\$674,000	32.97%
Sheriff Fees	\$115,000	\$31,887	27.73%	\$30,870	22.05%
TOTALS	\$13,842,735	\$4,016,610	29.02%	\$4,491,882	33.81%
Public Safety Sales Tax	\$5,512,500	\$1,525,328	27.67%	\$1,949,731	37.14%
Transportation Sales Tax	\$6,000,000	\$1,525,328	25.42%	\$1,949,731	37.14%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 4 months the revenue and expense should at 33.32%

Clerk of the Court

Circuit Clerk Matt Prochaska presented the monthly report for March.

State’s Attorney

State’s Attorney Eric Weis thanked the detectives for the great work that they do. The Domestic Violence Response Team has been asked to give a presentation in Milwaukee.

Health Department

Executive Director RaeAnn VanGundy presented the board with the 2022 Workforce Diversity report.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti presented the Assessment Ratios Adjusted for Changes through 2021 Board of Review Report.

EXECUTIVE SESSION

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

STANDING COMMITTEE REPORTS

Admin HR

Consolidated Vehicle Procurement Program

Member Gilmour moved to approve a resolution authorizing execution and amendment of the Consolidated Vehicle Procurement (VP) Program. Member Cesich 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 22-20 is available in the Office of the County Clerk.

Finance

Senior Citizen Social Services Levy

Member DeBolt moved to approve a resolution establishing the distribution of grants from the 2021 payable 2022 Senior Citizen Social Services Levy. Member Cesich 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 22-21 is available in the Office of the County Clerk.

Part-Time Administrative Assistant

Member Kellogg moved to approve the Part-time Administrative Assistant Position for the Administration Department. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Gravity Software

Member Kellogg moved to approve the Gravity Software Services – budget book. Member DeBolt seconded the motion. Chairman Gengler asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Facilities

Cordogan Clark

Member DeBolt moved to approve the contract with Cordogan Clark in the amount of \$88,000.00 for AE Needs Assessment projects at the 111 W Fox St Campus and at the Route 34 Government Center Campus. Member Cesich seconded the motion. Chairman Gengler asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 22-19 is available in the Office of the County Clerk.

Highway

Eldamain Road Project

Member Cesich moved to approve the resolution for Improvement under the Illinois Highway Code appropriating \$1,369,221.72 in MFT Funds for the construction of the Eldamain Road project. Member DeBolt 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 22-22 is available in the Office of the County Clerk.

Eminent Domain

Member Cesich moved to approve the resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes at the intersection of Grove Road and Collins Road in Kendall County, Illinois. 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 22-23 is available in the Office of the County Clerk.

Eldamain Road Access

Member DeBolt moved to approve the full-access to the West Side of Eldamain Road between US Route 34 and Cummins Street in Plano. 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

Camp Mutty Paws

Members discussed collateral for the property.

Chairman's Report

Member Kellogg moved to approve the appointment(s). Member Vickers seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Appointments

ADJOURNMENT

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

Approved and submitted this 28th day of April, 2022.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk



MEETING MINUTES
WEDNESDAY, April 27, 2022

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

Roll Call

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

With 3 members present, a quorum was established to conduct committee business.

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

Approval of Agenda – Motion made by Member DeBolt, second by Member Gengler to approve the agenda. **With five members in agreement, the motion carried by a vote of 5-0.**

Approval of Minutes – Motion made by Member Rodriguez to approve the minutes from March 23, 2022, second by Member Flowers. **With five members in agreement, the minutes were approved by a 5-0 vote.**

Monthly Reports

- **Census Log** – Director Prestegaard reviewed the census logs with the committee, and noted that they continue to have an increase in owner-surrenders, and stray intakes for dogs, and stray intakes for cats.

There are currently 3 available cats, and 9 available dogs in the facility. Four dogs went for adoption, and 10 dogs were returned to the owner. One dog was euthanized due to behavior issues, and 1 dog was transferred to rescue.

Written Report Provided

- **Bite Report** – There were 23 total bites for the month of March, 1 cat and 22 dogs. **Written Report provided.**
- **Operations Report** – Director Prestegaard updated the committee on the rabies tag count, said they sold a total of 2830 tags for March. The fee for a one-year tag is \$12, and a three-year tag is \$30.

- a. *Staffing Situation* The Director was happy to report that she hired an additional part-time Kennel Technician recently, but a lost a part-time kennel technician. Discussion on the ongoing issues with retaining part-time employees, and the potential need for a third full-time employee to provide back-up for the Director and Kennel Manager.
- b. *Landscaping Project Update* – Ms. Prestegaard reported that efforts to reach local Boy Scout Troop 40 had no results, and the quote from 4Seasons wasn't in the budget. Discussion on someone volunteering to remove the scrubs/tree at no cost to the County. **There was consensus by the State's Attorney's Office between the volunteer and County before any work could be completed.**
- c. *Sound Baffle Update* - Discussion on the sound baffles to the Kennel Area, correct placement of the baffles, the purchase price and installation. Although it there was question about placement of the baffles, overall the completed project was a success.
- d. *Micro-chip Clinic Update* – Ms. Prestegaard reported that according to the Animal Control Act, the facility must have a minimum of one micro-chip Clinic per year. Prestegaard shared that she would like to have appointments for micro-chipping available to citizens all year-long or every two weeks by appointment only, and citizens would have to provide proof of animals being u-to-date on all vaccinations.

Staff would advertise the free micro-chipping on their Facebook page, the County social media pages, the County website, and the Sheriff's Office social media pages. **There was consensus to proceed with the free clinic when they were ready.**
- e. *Shot Clinic Update* – Ms. Prestegaard presented an option for a shot clinic through “Just Animals Shelter”, that would be available to Kendall County residents only at a reduced cost. Although the vendor offers various vaccines, Prestegaard was interested in only having Rabies Shot vaccines. **There was consensus to allow Animal Control to have a maximum of two shot clinics per year, and that there must be an agreement reviewed by the State's Attorney's Office and approved by the County Board before the clinic could be scheduled.**

- **Accounting Report** – Mr. Koeppel reviewed the monthly report with the committee. **Written report provided.**

Committee Business - None

Public Comment – None

Executive Session – Not Needed

Action Items for the County Board – None

Adjournment – Member Gengler made a motion to adjourn the meeting, second by Member DeBolt. **With five members present in agreement, the meeting was adjourned at 9:50a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and
Recording Secretary

**COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT COMMITTEE
Meeting Minutes for Friday, March 29, 2022**

Call to Order

The meeting was called to order by Committee Chair Dan Koukol at 8:02a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder		8:12a.m.	
Matt Kellogg	Yes		
Dan Koukol	Here		
Robyn Vickers	Here		

Others Present: Jennifer Karales, Financial Analyst, County Administrator Scott Koeppel

Approval of Agenda – Member Kellogg made a motion to approve the agenda, second by Member Vickers. **With four members present voting aye, the motion carried by a vote of 4-0.**

Approval of Minutes –Member Koukol made a motion to approve the March 25, 2022 meeting minutes, second by Member Cesich. **With four members present voting aye, the motion carried by a vote of 4-0.**

Committee Business

- *Discussion of Camp Mutty Paws RLF Loan* – Mr. Koeppel stated there was an issue with an unpaid utility bill with the City of Yorkville, but that the owner paid the amount in full on April 28, 2022, and brought a copy of the receipt to him.

Mr. Koeppel also stated there was concern about the collateral, a rental property with \$45, 000 mortgage due. Discussion on the property, and the potential revenue generated from the property. **There was consensus for Mr. Koeppel to request a copy of the mortgage paperwork from the owner, and to continue with the application process and collaboration with Attorney Lisa Coffey on the agreement.**

- *Discussion of Molto Properties Property Tax Abatement* – Scott Koeppel updated the committee on the Molto agreement, and stated that Molto has asked for a fourth and fifth year of abatement with sales tax and specific number of employees included. Mr. Koeppel is preparing to send the latest proposal/agreement to the State’s Attorney’s Office for review, and then on to the taxing bodies before final County Board approval. Mr. Koeppel clarified that there will be two agreements, one for each newly proposed Molto building. **There was consensus by the committee for Mr. Koeppel to proceed with the process.**

- *Discussion of TMF Plastics Property Tax Abatement Application* – Mr. Koepfel stated that TMF Plastic Solutions new facility will be an expansion of its current operations, and the lease agreement expires on January 1, 2042. TMF states that they will add 30 employees over a three-year period with ten new jobs each year. Mr. Koepfel is to ask for range of rate of pay for 30 jobs proposed and include that information in the contract.

Koepfel explained that the abatement process for TMF will be base year of value (the year before the occupancy permit) and explained the formula for the first and second tax years. The abatement will be on the new part of construction only.

There was consensus by the committee that Mr. Koepfel would forward the latest version of the agreement with the changes to TMF for review, and to the taxing bodies, prior to State’s Attorney’s Office review and then to the County Board for final approval.

- *Review and Approval of Anthony Salerno dba Salerno's Red Hots RLF Pre-Application* – Mr. Koepfel reported that he received the pre-application on April 25, 2022, and that Mr. Salerno was asking for a \$50,000 loan to purchase an ice cream machine and food truck.

Anthony Salerno Jr. explained that Salerno’s Red Hots is exclusively a carry-out business that has been in Yorkville for three-years. Mr. Salerno gave a brief history of the thirty-year family business, which began as hot dog carts and ice cream carts.

Mr. Salerno would purchase the food truck from Arts, for the price of \$9,950 plus sales tax, for a total of \$20,000. Mr. Salerno stated that he planned to use the equity in his home, and the equipment as collateral. Mr. Salerno reported that food truck equipment can be ordered and received in 1-2 days; with installation in approximately two weeks after purchase.

Discussion on the actual cost of the truck and equipment and the requested loan amount. The committee agreed that the loan would be for a period of seven years at three and one-half percent, with scheduled monthly payments. Mr. Salerno would be required to approach a financial institution and to comply with all other County offices or departments regarding permitting, and health inspections.

Member Vickers made a motion to approve the full-application process, second by Member Gryder. With five members present voting yes, the motion carried, and Mr. Salerno will proceed with the full application process and include the true costs of the equipment.

Committee Member Reports – None

Public Comment – None

Executive Session – Not needed

Adjournment - Member Gryder made a motion to adjourn, second by Member Vickers. There being no objection, the Economic Development Committee meeting was adjourned at 8:50a.m. by a vote of 5-0.

Respectfully submitted,

Valarie McClain Administrative Assistant and
Recording Secretary

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, April 28, 2022

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

Roll Call

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

Others Present – Latreese Caldwell, Jennifer Karales, Scott Koeppel

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

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

Department Head and Elected Official Reports – No reports.

Items of Business

- *Discussion of Facilities Director Salary* – Mr. Koeppel briefed the committee on the current salary for this position, and stated that the previous director had been with the County for many years before retiring last month. Discussion on a salary range for the new hire, the approval by the County Board on May 3, 2022, and the posting of the position from May 4-31, 2022. The position will be posted on Imdeed.com, the County website and Govjobs.com. **There was consensus by the committee to set the salary range from \$100,000 to \$115,000 with full benefit package.**
- *ARPA Treasury Reporting Status* – Jennifer Karales reported that the filing of the January – March ARPA reports was due no later than April 30, 2022, and that she had already submitted the reports. She reviewed the overview of the filing
- *Discussion and Approval to forward to May 17th County Board of ARPA Non-Profit Grant Review* - Mr. Koeppel asked the committee for clarification on the exact amount planned for ARPA non-profit grants. **There was consensus that the amount would be up to \$900,000, and that each grant could be up to \$25,000. Based on eligibility and need according to the federal guidelines for this funding source.**

Ms. Karales stated that if the Board approved the portal and plan, she would open the portal on May 18th, and that it would remain open for 60 days. As in the past, she would then bring application requests to the EDC or Finance committee for review, before sending them to the full Board for approval. Discussion on the necessity for churches or religious organizations to have annual audits by a third party to qualify for these grants.

Ms. Karales briefed the committee on her plans for notifying the non-profit organizations in all three categories about this grant opportunity through various media outlets (Facebook, newspaper, Instagram, the County webpage, and possibly regular mail).

Karales also plans to hold a one-day workshop to assist non-profit organizations in completing the ARPA Grant application through the portal. Date to be determined later.

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

- *FY22-24 ARPA Budget Discussion* – Mr. Koeppel reviewed the items that have been placed on a waiting list for possible ARPA Funding with the committee, including 2021 Actuals, and the proposed budget amounts for years 2022 through 2024.

Items for the May 3, 2022 County Board Meeting

- *Approval of Claims*

Items for the May 17, 2022 County Board Meeting

- *Approval of ARPA Non-Profit Grant Portal and Program (2nd Phase)*

Items for the May 12, 2022 Committee of the Whole Meeting - None

Public Comment – Public Defender Jason Majer updated the committee on staffing in his office, and stated that there will be an open position in May. A former Assistant Public Defender that left the office last year for another position elsewhere, was rehired for the Kendall County Office recently.

Executive Session – Not needed

Adjournment – Member DeBolt made a motion to adjourn the Budget and Finance Committee meeting, Member Gengler seconded the motion. **With three members present voting aye, the meeting was adjourned at 6:00p.m. by a vote of 3-0.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, May 9, 2022
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Robyn Vickers at 8:32a.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Robyn Vickers	Here		
Ruben Rodriguez	Here		
Elizabeth Flowers		Absent	
Scott Gengler		8:35a.m.	
Judy Gilmour	Here		

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

STAFF PRESENT: Lauren Belville, Aaron Rybski

GUESTS PRESENT: Alyse Olson, KC Soil & Water Conservation District

APPROVAL OF AGENDA – Member Rodriguez made a motion to approve the agenda, second by Member Gilmour. **With three members present in agreement, the motion carried by a vote of 3-0.**

APPROVAL OF PREVIOUS MONTHS MINUTES – Member Gilmour made a motion, second by Member Rodriguez. **With three members present in agreement, the motion carried by a vote of 3-0.**

STATUS REPORTS

- **Board of Health** – Member Vickers reported that the Health Department Handbook was updated with just a few changes, and have made the handbook available with new changes to employees virtually.
- **Health Department** – No report
- **Kendall County Soil and Water District** – Ms. Olson noted that the District wrapped up their spring sales, and have moved onto Cover Crop Seeds by the pound sale, and said that most seeds have planting dates of spring or fall. Red Cover Seeds

can be purchased, by calling or emailing the office to schedule a pick up time. Availability of seed type is subject to change. To purchase cover seeds please contact Julie at 630-553-5821, ext. 3.

Ms. Olson also reported they will hold the annual Used Oil Sale on June 18th from 8-11am in the Grainco Parking lot on Route 47.

Ag in the Classroom completed the first day of their 2-day Natural Resource Tour event on May 5th with 200 fourth graders from Cross Lutheran, Parkview Christian and Autumn Creek elementary schools in Yorkville and the Lisbon Grade School. Students learned about wildlife, bird migration, soils, recycling, and water sheds. The second day is on Thursday, May 12th with all of the fourth grade classes from the Emily G. Johns School in Plano.

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

OLD BUSINESS – None

NEW BUSINESS

- *Discussion of Non-Community Water Supplies in Kendall County* – Aaron Rybski described non-community wells, and where these wells might be located – churches, schools, businesses, restaurants, forest preserves in unincorporated areas. The responsibility for annual testing/collecting samples of these wells falls to the manager of the water source. These water sources fall into two categories – transient, defined as a supply that serves a non-community population of 25 or more individuals at least 60 days per year; and non-transient, defined as a non-community water system that serves the same 25 or more individuals at least 6 months a year.

Lauren Belville reported that federal EPA laws have changed, now requiring samples to be sent to a lab within 24 hours of sampling. Changes are causing non-compliance, incorrect sampling, and increased violations, and the Health Department is researching solutions to ensure compliance, proper sampling, and expedited testing.

Mr. Rybski said the Health Department is exploring options of taking samples and charging fees to those water source managers that are interested in ensuring EPA law compliance, and having the Health Department personnel perform the sampling. Environmental Health personnel will survey the 35 non-transient water sources, and research and develop a plan of necessary action, and report back to the committee.

Member Gengler reported that he contact Cyrus McManus at the Yorkville Bristol Sanitary District, who said that YBSD has an onsite testing lab that is available to the County non-community water sources and Health Department personnel.

CHAIRMAN’S REPORT – No report

PUBLIC COMMENT – None

ITEMS FOR COMMITTEE OF THE WHOLE – None

MAY 17, 2022 COUNTY BOARD MEETING ACTION ITEMS - None

EXECUTIVE SESSION – Not Needed

ADJOURNMENT – Member Gengler made a motion to adjourn the meeting, second by Member Rodriguez. **With four members present in agreement, the motion carried 4-0, and the meeting ended at 9:03a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 and 210

111 W. Fox Street, Yorkville, Illinois

5:00 p.m.

Meeting Minutes of May 9, 2022 – Unofficial until Approved

CALL TO ORDER

The meeting was called to order by Chairman Gengler at 5:00 p.m.

ROLL CALL

Committee Members Present: Scott Gengler (Chairman), Judy Gilmour (Vice-Chairwoman), Dan Koukol, and Robyn Vickers

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Kristine Heiman, Frank Badus, Maria Badus, and Miguel Angel Fernandez

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Koukol, to approve the minutes of the April 11, 2022, meeting.

With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the expenditure report from April 2022.

PETITION

Petition 22-09 Kendall County Regional Planning Commission

Mr. Asselmeier summarized the request.

In October 2020, the Kendall County Comprehensive Land Plan and Ordinance Committee initiated discussions regarding changing the Future Land Use Map for properties located along the Eldamain Road Corridor south of the Fox River, in light of the funding for the Eldamain Road Bridge and the abandonment of the centerline for the Prairie Parkway. In particular, the Committee discussed possible commercial and/or manufacturing investment in this area.

The Kendall County Future Land Use Map currently calls for this area to be Rural Residential (Max Density 0.65 DU/Acre) and Mixed Use Business. A copy of the existing Future Land Use Map was provided.

The Yorkville Future Land Use Map currently calls for this area to be Estate Residential. The Millbrook Future Land Use Map currently calls for this area to be Business Park Office and

Commercial with Industrial near the former Prairie Parkway alignment. The Plano Future Land Use Map currently calls for the area in their planning jurisdiction to be Estate Residential (0-0.8 DU/Acre). Copies of all of the Future Land Use Maps for this area were provided.

Following meetings with property owners in the area in October and December 2021, the Committee decided to limit changes to three (3) properties along the railroad tracks west of Fox Road. Letters to impacted property owners were mailed in mid-December 2021, mid-February 2022, and mid-March 2022.

At their meeting on February 23, 2022, the Comprehensive Land and Ordinance Committee voted to forward the proposal to the Kendall County Regional Planning Commission.

At their meeting on March 24, 2022, the Kendall County Regional Planning Commission voted to initiate the amendment to the Future Land Use Map.

A copy of the updated map was provided.

Petition information will be sent to Fox Township, the Village of Millbrook, and the United City of Yorkville on March 29, 2022. Yorkville will be reviewing this proposal in May and June.

ZPAC reviewed the proposal at their meeting on April 5, 2022. Mr. Klaas felt that no commercial or industrial development would occur on the subject properties unless they were annexed into a municipality. Discussion also occurred regarding the boundary agreements of the municipalities in the area. ZPAC recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission held a public hearing on this proposal on April 27, 2022. No members of the public testified at the public hearing. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with two (2) members absent. The minutes of the hearing were provided.

The Kendall County Zoning Board of Appeals reviewed this proposal at their meeting on May 2, 2022. No members of the public spoke at the meeting regarding this Petition. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The draft resolution was provided.

The Eldamain Road extension was shown on the GIS as a comparison with the maps provided.

Member Koukol asked about a property identified as commercial on the map on Route 71. Mr. Asselmeier responded, to his understanding, that was the site of a former motel.

Member Koukol asked for examples of mixed use businesses. Mr. Asselmeier responded light manufacturing businesses, warehouses, and business that might use the railroad in compliment with roads.

Member Koukol made motion, seconded by Member Vickers, to recommend approval of the proposal.

With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the County Board on May 17, 2022, on the regular agenda.

NEW BUSINESS

Approval to Schedule a Second Planning, Building and Zoning Committee Meeting During the Month of May 2022

Chairman Gengler wanted the meeting to end a 6:30 p.m.

Without objection, this item was moved to the end of the meeting.

Approval of a Request by John and Laura Gay for an Extension to the Requirement to Install Vegetation and Berms as Required by Condition 2.B of Ordinance 2022-09 at 3601 Plainfield Road (PIN: 03-28-100-004) in Oswego Township

Mr. Asselmeier summarized the request.

Condition 2.B of Ordinance 2022-09, which granted a special use permit for a kennel at the subject property, requires that the berm and vegetation shown on the site plan be installed by June 1, 2022. The Ordinance also allows the Planning, Building and Zoning Committee to grant extensions to the installation deadline. A copy of Ordinance 2022-09 was provided.

On April 19, 2022, the Petitioners submitted a request asking that the deadline to install the berm and vegetation be extended to July 31, 2022. A copy of the request was provided.

It was noted that excavating was occurring at the property.

Chairman Gengler made motion, seconded by Member Gilmour, to approve setting the deadline at July 31, 2022.

With a voice vote of four (4) ayes, the motion carried.

Approval of a Request by Robert Velazquez for an Extension to the Requirement to Install Landscaping and Fencing as Required by Condition 2.J of Ordinance 2021-23 at 10744 Route 47 (PIN: 05-28-400-002) in Kendall Township

Mr. Asselmeier summarized the request.

Condition 2.J of Ordinance 2021-23, which granted a special use permit for a landscaping business at the subject property, requires the landscaping to be installed by June 1, 2022. The Ordinance also allows the Planning, Building and Zoning Committee to grant extensions to the installation deadline. A copy of Ordinance 2021-23 was provided.

On April 27, 2022, the Petitioner's Attorney submitted a request asking that the deadline to install the landscaping be extended to October 1, 2022. A copy of the request was provided.

Member Koukol noted the improvements at the property.

Member Koukol made motion, seconded by Member Vickers, to approve setting the deadline at October 1, 2022.

With a voice vote of four (4) ayes, the motion carried.

Approval of a Request by James and Denise Maffeo for the Extension to the Requirement to Install Landscaping and Fencing as Required by Condition 4.B of Ordinance 2020-14 and Condition 2 of the Minor Amendment to an Existing Special Use Permit Granted on September 13, 2021 at 14339 County Line Road (PIN: 09-13-200-014) in Seward Township

Mr. Asselmeier summarized the request.

Condition 4.B of Ordinance 2020-14, which granted a special use permit for a storage facility at the subject property, requires certain landscaping at the property. On April 12, 2021, the Planning, Building and Zoning Committee granted the first extension to the installation requirement. On September 13, 2021, the Planning, Building and Zoning Committee granted a second extension to the installation requirement. The second extension set the new deadline for installing the landscaping at June 1, 2022. A copy of Ordinance 2020-14 and the September 13, 2021 extension were provided.

On May 2, 2022, the Petitioners' Attorney submitted a request asking that the deadline to install the landscaping be extended to October 1, 2022. A copy of the request was provided.

Member Koukol asked about the dirt pile at 195 Route 52. Mr. Asselmeier explained that the business at 195 Route 52 was a forester under agricultural. The owner of 195 Route 52 is different than the owner of the subject property.

Member Gilmour did not favor granting additional extensions after this extension.

Member Vickers made motion, seconded by Member Koukol, to approve setting the deadline at October 1, 2022, and that this be the final extension granted.

With a voice vote of four (4) ayes, the motion carried.

Approval to Authorize WBK Engineering, LLC to Investigate a Drainage Issue at 7405 Audrey Avenue (PIN: 05-02-201-006) in Kendall Township at an Amount not to Exceed \$2,200; Related Invoices to be Paid from the PBZ Consultant's Line Item 11001902-63630

Mr. Asselmeier summarized the request.

The owner of the subject property contacted the Planning, Building and Zoning Department and requested assistance regarding drainage.

A drainage easement is located along the eastern property line of the subject property. This easement was dedicated to Kendall County. The related pages from the plat were provided.

WBK Engineering, LLC prepared a scope of work to investigate the matter. The proposal was provided.

Mr. Asselmeier provided two (2) additional pictures that were provided by the property owner.

Frank and Maria Badus, property owners, explained the drainage issue. Mr. Badus explained the drainage patterns in the area.

Member Koukol asked where the water originated. The water comes from Minkler Road. The water should drain into property owned by the homeowners' association.

Mr. Badus had talked to the Kendall Township Highway Commissioner. The Highway Commissioner said the easement was not Township property.

Mr. Asselmeier stated that the drainage easement was dedicated to the County. WBK could investigate issues inside the easement, the drainage area, and provide suggestions to improve drainage.

Mr. and Mrs. Badus discussed the damage to their property caused by the water. The water saturates the grass and does not drain. The neighboring lot does not have the same water issues. They purchased the property in 2018.

Member Koukol suggested having field tile installed. Mr. Badus wanted to go through the process with the homeowners' association and Kendall County.

Mr. Asselmeier explained the scope of WBK's proposal.

Mr. Badus provided a video of drainage in the area.

Discussion occurred regarding a pipe inside the easement.

Member Koukol suggested having Fran Klaas and the Kendall Township Highway Commissioner examine the issue. The consensus of the Committee was not to ask Mr. Klaas to investigate the matter.

Discussion occurred regarding the age of the subdivision.

Member Vickers discussed why the homeowners' association referred the matter to the County.

Member Koukol asked if Mr. Badus would contribute funds for the investigation. Mr. Badus declined.

Discussion occurred regarding the homeowners' associations maintenance activities. It was noted that, if the homeowners' association did not provide maintenance, any County activities would be temporary fixes only. It was noted that water should flow through the easement. Water flows into the common area and then flows back onto the subject property.

Mr. Badus said the homeowners' association position is that the issue is a design issue. Member Vickers said it could be the builder's issue because the site was not correctly graded.

Discussion occurred regarding the state of the existing drain tile.

Mr. Badus was advised to cut and clean a portion of the homeowners' association property.

The topographic maps of the area were examined. It was noted a neighbor dumped sod on the common ground.

Members Gilmour and Vickers favored the study.

Discussion occurred about getting the homeowners' association on board with maintenance in the area.

Mr. Badus said drainage in the area has been a problem for years.

Member Koukol requested comments from the homeowners' association.

The intent of doing the project is to rule-out the County related issues as the cause for the drainage problem.

Member Vickers made motion, seconded by Member Gilmour, to approve WBK's proposal.

The votes were as follows:

Yeas (3): Gengler, Gilmour, and Vickers

Nays (1): Koukol

Abstain (0): None

Absent (0): None

The motion carried.

Recommendation on Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4)

Mr. Asselmeier summarized the request.

Kendall County is required to submit certain documents annually by June 1st as required by its NPDES Permit.

The proposed Annual Report was provided.

The 2022 Annual Report is similar to the 2021 Annual Report.

There is a One Thousand Dollar (\$1,000) submittal fee, which has been unchanged for several years.

Chairman Gengler made motion, seconded by Member Vickers, to recommend approval of the Annual Report.

With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the County Board on May 17, 2022, on the consent agenda.

Discussion of Intergovernmental Agreement between Kendall County and Village of Plattville for Zoning Ordinance, Building Code, Stormwater Management Ordinance, and Subdivision Control Ordinance Enforcement within the Village of Plattville; Committee Could Amend Existing Agreement; Committee Could Approve a Recommendation Regarding the Agreement

Mr. Asselmeier summarized the request.

The intergovernmental agreement between Kendall County and the Village of Plattville expires in July.

Three (3) permits were issued in Plattville in 2021 and zero (0) investigations occurred in Plattville in 2021.

The proposed narrative portion of the agreement was provided. Other than the dates, no changes to agreement are proposed.

To date, the Village of Plattville had not reviewed this proposal.

Member Vickers made motion, seconded by Member Koukol, to recommend approval of the Intergovernmental Agreement.

With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the County Board on May 17, 2022, on the regular agenda.

Recommendation on Authorizing the County Board Chairman to Sign and Submit an Illinois Grant Accountability and Transparency Notice of State Award for a Certified Local Government Grant for an Historic Structure Survey in Unincorporated Kendall and Bristol Townships; Grant Amount is \$29,750 and County's Match is \$12,750 for a Total Project Cost of \$42,500

Mr. Asselmeier summarized the request.

In December 2021, Kendall County submitted a Certified Local Government Grant application with the State to conduct a historic structure survey in unincorporated Kendall and Bristol Townships with the exception of that portion of Helmar located in Kendall Township. The grant was for Twenty-Nine Thousand, Seven Hundred Fifty Dollars (\$29,750); the County's match was Twelve Thousand, Seven Hundred Fifty Dollars (\$12,750); the total project cost was Forty-Two Thousand, Five Hundred Dollars (\$42,500).

On April 28, 2022, the County received the Notice of State Award. The State requires this document to be signed prior to sending the grant agreement documents.

Accordingly, Staff requests that the Planning, Building and Zoning Committee recommend that the County Board Chairman sign the attached Notice of State Award.

Member Vickers made motion, seconded by Member Koukol, to recommend that the County Board Chairman sign the Notice of State Award.

With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the County Board on May 17, 2022, on the consent agenda.

Discussion of Plumbing Inspection Contract; Committee Could Forward the Contract to the State's Attorney's Office for Review

Mr. Asselmeier summarized the request.

The Planning, Building and Zoning Department has been informed that Randy Erickson was no longer available to do plumbing inspections.

Brian Holdiman researched possible replacements and recommended Anthony Mayer of Mayer Plumbing, LLC. The email containing Brian Holdiman's recommendation was provided.

The redlined version of the proposed contract was provided. The following changes are proposed:

1. Throughout the document, replace Randy Erickson and Erickson Construction with Anthony Mayer and Mayer Plumbing, LLC. This includes updating the business' address.

2. In Section 1, the State Plumbing Code is updated from the 2004 edition to the 2014 edition.
3. In Section 6, the hours of availability are changed to 7:00 a.m. – 5:00 p.m.

Staff recommended that the proposed contract be forwarded to the Kendall County State's Attorney's Office for review.

Pete Ratos from the United City of Yorkville is presently doing plumbing inspections for the County under the terms of the existing intergovernmental agreement between the County and Yorkville.

Member Koukol made motion, seconded by Member Vickers, to forward the contract to the State's Attorney's Office for review.

With a voice vote of four (4) ayes, the motion carried.

Approval of a Certified Local Government Grant for an Historic Structure Survey in Unincorporated Kendall and Bristol Townships; Grant Amount is \$29,750 and County's Match is \$12,750 for a Total Project Cost of \$42,500; Committee Could Refer the Matter to the State's Attorney's Office

Mr. Asselmeier distributed the grant document. He noted the County had several comments and concerns related to the document. The State had not provided an updated grant document.

The Historic Preservation Commission has not reviewed the grant.

Member Gilmour made motion, seconded by Member Vickers, to forward the grant to the State's Attorney's Office for review when the County receives the final grant document.

With a voice vote of four (4) ayes, the motion carried.

OLD BUSINESS

Update on Violations to the Building Code (Driveway and Parking Pad Installed Without a Permit), Violation of the Zoning Ordinance (Operating a Landscaping Business on A-1 Zoned Property Without a Special Use Permit), and Violations to the Kendall County Junk and Debris Ordinance at 1038 Harvey Road (PINs 03-12-100-004 and 03-12-100-013) in Oswego Township; Committee Could Direct Staff to Issue New, Additional Citations

Mr. Asselmeier provided pictures of the property. He also noted that the proposal was still under review at the Kendall County Regional Planning Commission.

Miguel Angel Fernandez, attorney for the property owner, discussed the timeline previously given to the owner.

Discussion occurred regarding the access permit application with the Village of Oswego.

Committee members did not want issue new citations for junk and debris. Discussion occurred regarding Oswego Township's new junk and debris ordinance.

Discussion occurred regarding the driveway. The Committee reviewed historic aerials of the property. Discussion occurred regarding the location of the driveway in relation to the property

line. Member Koukol noted that the County historically did not issue citations if a Petitioner was going through the process. The consensus of the Committee was to issue citations for the installation of the driveway and parking pad without a permit with Members Gengler, Gilmour, and Vickers in favor and Member Koukol in opposition.

Chairman Gengler favored issuing a citation for operating the business without a special use permit. Mr. Asselmeier explained the deadline imposed by the Regional Planning Commission for the May meeting. At the earliest, the proposal could get to the Planning, Building and Zoning Committee in June. Members Vickers and Gilmour wanted to see what happens with the Village of Oswego. The consensus of the Committee was not to issue citations for operating a business without a special use permit.

The item will be brought back to the Committee in June.

NEW BUSINESS

Approval to Schedule a Second Planning, Building and Zoning Committee Meeting During the Month of May 2022

The consensus of the Committee was not to have a second meeting in May.

The items not discussed at the May meeting were forwarded to the June meeting.

ADJOURNMENT

Member Vickers made a motion, seconded by Member Koukol, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Gengler adjourned the meeting at 6:56 p.m.

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

Enc.



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning Committee

Meeting Date: May 9, 2022

Amount: \$1,000

Budget: Yes - Planning, Building and Zoning Department NPDES Permit Fee Line Item (1101902-63670)

Issue: Approval of Annual NPDES Report

Background and Discussion:

Kendall County is required to submit certain documents annually by June 1st as required by its NPDES Permit.

The 2022 Annual Report is similar to the 2021 Annual Report.

There is a One Thousand Dollar (\$1,000) submittal fee, which has been unchanged for several years.

The proposed Annual Report is attached.

Committee Action:

PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: May 10, 2022



Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report.

Report Period: From March, 2021 To March, 2022

Permit No. ILR40 0261

MS4 OPERATOR INFORMATION: (As it appears on the current permit)

Name: Kendall County Mailing Address 1: 111 West Fox Street
Mailing Address 2: _____ County: Kendall
City: Yorkville State: IL Zip: 60560 Telephone: 630-553-4141
Contact Person: Matthew Asselmeier Email Address: masselmeier@co.kendall.il.us
(Person responsible for Annual Report)

Name(s) of governmental entity(ies) in which MS4 is located: (As it appears on the current permit)

Kendall County

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. Changes to best management practices (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

- | | | | |
|--|--------------------------|---|--------------------------|
| 1. Public Education and Outreach | <input type="checkbox"/> | 4. Construction Site Runoff Control | <input type="checkbox"/> |
| 2. Public Participation/Involvement | <input type="checkbox"/> | 5. Post-Construction Runoff Control | <input type="checkbox"/> |
| 3. Illicit Discharge Detection & Elimination | <input type="checkbox"/> | 6. Pollution Prevention/Good Housekeeping | <input type="checkbox"/> |

B. Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C. Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E. Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F. Attach a list of construction projects that your entity has paid for during the reporting period.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature:
Scott R. Gryder
Printed Name:

Date:
Kendall County Board Chairman
Title:

EMAIL COMPLETED FORM TO: epa.ms4annualinsp@illinois.gov

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
1021 NORTH GRAND AVENUE EAST
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

IL 532 2585 WPC 691 Rev 6/10 This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

Illinois Environmental Protection Agency
ANNUAL FACILITY INSPECTION REPORT
for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

Kendall County, Illinois (NPDES Permit No. ILR400261)
YEAR 1: March 2021-March 2022

Table of Contents

Part 1.	Changes to Best Management Practices	1
Part 2.	Status of Compliance with Permit Conditions	2
A.	Public Education and Outreach	2
A.1	Distributed Paper Material.....	2
A.2	Speaking Engagement	2
A.4	Community Event.....	2
A.6	Other Public Involvement	3
B.	Public Participation/Involvement.....	3
B.3	Stakeholder Meetings	3
B.7	Other Public Involvement	3
C.	Illicit Discharge Detection and Elimination	3
C.1	Storm Sewer Map Preparation	3
C.3	Detection/Elimination Prioritization Plan	3
C.4	Illicit Discharge Tracing Procedures	4
C.5	Illicit Source Removal Procedures.....	4
C.6	Program Evaluation and Assessment.....	5
C.7	Visual Dry Weather Screening.....	5
D.	Construction Site Runoff Control	5
D. 1	Regulatory Control Program.....	5
D.2	Erosion and Sediment Control BMPs	6
D.3	Other Waste Control Program	6
D.4	Site Plan Review Procedures	6
D.6	Site Inspection/Enforcement Procedures.....	7
D.7	Other Construction Site Runoff Controls	7
E.	Post-Construction Runoff Control	7
E.3	Long Term O&M Procedures	7
E.5	Site Inspections During Construction	7
E.7	Other Post-Construction Runoff Controls.....	8
F.	Pollution Prevention/Good Housekeeping	8
F.1	Employee Training Program	8
F.4	Municipal Operation Waste Disposal	8
F.5	Flood Management/Assess Guidelines	8
F.6	Other Municipal Operations Controls.....	9
Part 3.	Information and Data Collection Results	10
Part 4.	Summary of Next Reporting Period Stormwater Activities	11
A.	Public Education and Outreach	12
A.1	Distributed Paper Material	12
A.2	Speaking Engagement	12
A.4	Community Event.....	12
A.6	Other Public Education.....	12

B.	Public Participation/Involvement.....	12
B.3	Stakeholder Meetings.....	12
B.7	Other Public Involvement	13
C.	Illicit Discharge Detection and Elimination	13
C.1	Storm Sewer Map Preparation	13
C.3	Detection/Elimination Prioritization Plan	13
C.4	Illicit Discharge Tracing Procedures	13
C.5	Illicit Source Removal Procedures.....	13
C.6	Program Evaluation and Assessment.....	13
C.7	Visual Dry Weather Screening.....	14
D.	Construction Site Runoff Control	14
D.1	Regulatory Control Program.....	14
D.2	Erosion and Sediment Control BMPs	14
D.3	Other Waste Control Program	14
D.4	Site Plan Review Procedures	14
D.6	Site Inspection/Enforcement Procedures.....	14
D.7	Other Construction Site Runoff Controls	15
E.	Post-Construction Runoff Control.....	15
E.3	Long-Term O&M Procedures	15
E.5	Site Inspections During Construction	15
E.7	Other Post-Construction Runoff Controls.....	15
F.	Pollution Prevention/Good Housekeeping	16
F.1	Employee Training Program.....	16
F.4	Municipal Operation Waste Disposal.....	16
F.5	Flood Management/Assess Guidelines	16
F.6	Other Municipal Operations Controls.....	16
	Part 5. Notice of Qualifying Local Program	18
	Part 6. Construction Projects Conducted During Year 1.....	19
	APPENDIX 1.....	20
	APPENDIX 2.....	21

Part 1. Changes to Best Management Practices

There are no changes to the Best Management Practices in Year 1 (March 2021-March 2022) for the six minimum control measures as described in the Notice of Intent for Kendall County submitted February 18th, 2021.

Note: **X** indicates BMPs performed that were proposed for Year 1 in NOI
 + indicates BMPs performed that were not originally proposed for Year 1 in NOI

A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Programs
X	D.4 Site Plan Review Procedures
	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement
X	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
	E.2 Regulatory Control Program
X	E.3 Long-Term O&M Procedures
	E.4 Pre-Construction Review of BMP
X	E.5 Site Inspections During Construction
	E.6 Post-Construction Inspections
X	E.7 Other Post-Const. Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operation Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

Part 2. Status of Compliance with Permit Conditions

(Provide the status of compliance with permit condition, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable [MEP], and your identified measurable goals for each of the minimum control measures.)

Kendall County submitted a Notice of Intent on February 18th, 2021, which initiated a new 5-year permit cycle. The BMPs listed in the 2021 NOI were selected to meet the requirements of the NPDES Phase II program and reduce nonpoint source pollution in Kendall County.

The status of BMPs and measurable goals performed in Year 1 (March 2020-March 2021) are described below.

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goals: 1) Track number of people requesting to see the County's Plan on an annual basis.

Due to the increased preference of electronic documents and the effort to minimize paper waste, Kendall County provides much of their information on the County's website. Kendall County continues to provide links on their website to PDFs of the Stormwater Management Program Plan, the NOI, and Annual Reports. The website also includes materials about sources of stormwater pollution and ways to minimize pollutants. The County's website includes EPA web links, as well as web links to other sites that contain information about the benefits of green infrastructure and rain gardens, impacts of climate change on water resources, and the impacts of climate change on the Midwest.

Kendall County typically tracks the number of views the County website receives annually. In Year 1, the NPDES documents received 252 pageviews.

A.2 Speaking Engagement

Measurable Goals: Number of annual presentations

The Kendall County Soil and Water Conservation District (SWCD) gave a presentation on the benefits of using cover crops in residential gardens for the Kendall County Advisory Council. There were 10 people present at the presentation.

A.4 Community Event

Measurable Goals: Increased interest and attendance in annual workshops/seminars.

The Kendall County Soil and Water Conservation District (SWCD) hosted their annual used oil drop off recycling event on June 19, 2021. At the event, 1,540 gallons of used oil, 60 gallons of antifreeze, and one large 3'x3'x2' box of used oil filters were collected.

The SWCD offered a cover crop seed sale for individuals interested in using cover crops in their home gardens or small-acre farms.

A.6 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website

Kendall County tracks the number of views the County website receives annually. In Year 1, the NPDES documents received 252 page views, Groundwater information received 420 views, and Stormwater received 3,092 views.

Information and resources on rain gardens, using native vegetation in residential landscapes to reduce ponding and flooding, using native vegetation to filter stormwater runoff, and general stormwater information was shared with 8 individuals throughout the reporting period.

B. Public Participation/Involvement

B.3 Stakeholder Meetings

Measurable Goals: Hold an annual public meeting to establish a positive dialog.

The Kendall County Stormwater Management Oversight Committee held an annual public meeting on October 19, 2021, at 9:00am in Yorkville, IL. The meeting was held to receive public input regarding stormwater management related regulations and enforcement and to discuss proposed changes to the Kendall County Stormwater Management Ordinance.

At the meeting, 10 of the 10 committee members were present. Also in attendance was the Kendall County Senior Planner and one additional person.

B.7 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website.

Kendall County tracks the number of views the County website receives annually. In Year 1, the NPDES documents received 252 page views, Groundwater information received 420 views, and Stormwater received 3,092 views.

C. Illicit Discharge Detection and Elimination

C.1 Storm Sewer Map Preparation

Measurable Goals: Review storm sewer mapping annually.

In August 2021, a soils layer was added to the County's GIS mapping layer. Kendall County will continue to update the storm sewer mapping as necessary.

C.3 Detection/Elimination Prioritization Plan

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant pollutants of the County's MS-4.

There was one illicit discharge investigation during Year 1 at 609 Wheeler Road on October 6, 2021. The County was unable to confirm that the discharge was sewage, however, the owner stated there was a backup in the septic system (in the sewer line or tank). The line ultimately backed up into the property's unfinished gravel basement. From the basement, the sewage was picked up by the sump pump and discharged to the nearby ditch. The owner worked with a sewage disposal company to correct the situation.

The Highway Department performs stormwater related inspections as necessary throughout the County as they relate to road maintenance.

C.4 Illicit Discharge Tracing Procedures

Measurable Goals: Track number of illicit discharges discovered and track removal process annually.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant pollutants of the County's MS-4.

There was one illicit discharge investigation during Year 1 at 609 Wheeler Road on October 6, 2021. The County was unable to confirm that the discharge was sewage, however, the owner stated there was a backup in the septic system (in the sewer line or tank). The line ultimately backed up into the property's unfinished gravel basement. From the basement, the sewage was picked up by the sump pump and discharged to the nearby ditch. The owner worked with a sewage disposal company to correct the situation.

The County has an Outfall Inspection Procedure Flow Chart (Figure 2) in their Kendall County Stormwater Management Program Plan for detecting and tracing discharges. There is also an Indirect Illicit Discharge Tracking Form available in Appendix 5.6 of the Kendall County Stormwater Management Program Plan for use by County personnel.

C.5 Illicit Source Removal Procedures

Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant pollutants of the County's MS-4.

There was one illicit discharge investigation during Year 1 at 609 Wheeler Road on October 6, 2021. The County was unable to confirm that the discharge was sewage, however, the owner stated there was a backup in the septic system (in the sewer line or tank). The line ultimately backed up into the property's unfinished gravel basement. From the basement, the sewage was picked up by the sump pump and discharged to the nearby ditch. The owner worked with a sewage disposal company to correct the situation.

The County has an 8-step protocol in place for ensuring the removal of illicit discharges. This protocol is explained under Section 3.3.D.3 of the Kendall County Stormwater Management Program Plan.

C.6 Program Evaluation and Assessment

Measurable Goals: Annual evaluation surveys.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 1 to get input on how they can continue to prevent stormwater pollution. Four townships completed the survey. The survey results are included at the end of this report in Appendix 1.

C.7 Visual Dry Weather Screening

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There was one illicit discharge investigation during Year 1 at 609 Wheeler Road on October 6, 2021. The County was unable to confirm that the discharge was sewage, however, the owner stated there was a backup in the septic system (in the sewer line or tank). The line ultimately backed up into the property's unfinished gravel basement. From the basement, the sewage was picked up by the sump pump and discharged to the nearby ditch. The owner worked with a sewage disposal company to correct the situation.

The County has a Stormwater Outfall Inspection Data Form available in Appendix 5.3 of the Kendall County Stormwater Management Program Plan for use by County personnel.

D. Construction Site Runoff Control

D.1 Regulatory Control Program

Measurable Goals: Implementation of the Kendall County Stormwater Ordinance.

In May of 2021, the Kendall County Stormwater Ordinance was updated to reflect Bulletin 75 released in March 2020, specifically in Section 202. Kendall County continues to implement and comply with the Kendall County Stormwater Ordinance.

Kendall County has been working with a review consultant since 2008 who continues to provide stormwater, engineering, wetland, and Soil Erosion and Sediment Control (SESC) review for proposed developments. The consultant conducted SESC inspections at the FMWRD Operations & Maintenance Building Site during the past reporting period on behalf of Kendall County. The table below provides a breakdown of the projects and the number of SESC inspections completed by the consultant in Year 1.

Construction Project	Date SESC Inspections Started	Ongoing Project or Project Completed	# of Inspections Completed in Year 1
FMWRD O&M Building	July 2019	Project completed	4 inspections
Vet & Kennel at Bell and Ridge	October 2020	Ongoing project	1 inspection
Joliet Park District – Grove Road	April 2020	Ongoing project	2 inspections
Nicor Gas Pipeline – Miller Rd and Creek Rd	November 2021	Project Completed	1 inspection
276 Rte. 52	June 2021	Ongoing project	1 inspection
Four Seasons Storage	June 2021	Ongoing project	1 inspection
Go Pro	June 2021	Ongoing project	3 inspections
2025 Simmons	June 2021	Ongoing project	1 inspection
4819 Rte. 52	June 2021	Project completed	1 inspection
Sable Creek Homestead	July 2021	Project completed	1 inspection

Soil Erosion and Sediment control inspections were also completed by the Kendall County SWCD throughout the year.

D.2 Erosion and Sediment Control BMPs

Measurable Goals: Adoption of County ordinance amendments as developed.

The County outlines the Soil Erosion and Sediment Control requirements for construction sites in Article 3 of the Kendall County Stormwater Management Ordinance.

In May of 2021, the Kendall County Stormwater Ordinance was updated to reflect Bulletin 75 released in March 2020 .

D.3 Other Waste Control Program

Measurable Goals: Adoption of County ordinance amendments as developed.

No amendments to the Other Waste Control Program were developed because none were needed this year.

D.4 Site Plan Review Procedures

Measurable Goals: Adoption of ordinance amendments as developed.

All construction projects are required to have a Soil Erosion and Sediment Control Plan in place prior to construction as stated in Sec. 301 of the Ordinance. The SESC Plan must be prepared in accordance with the requirements of the Ordinance as well as the standards and specifications contained in the most recent Illinois Urban Manual.

No amendments to the Site Plan Review Procedures were developed because none were

needed this year.

D.6 Site Inspection/Enforcement Procedures

Measurable Goals: Review enforceable procedures for construction site inspections and update as necessary.

Construction site inspections are enforced under Sec. 303 and Sec. 304 of the Kendall County Stormwater Management Ordinance.

If a site is not in compliance with the Ordinance, the property owner has 7 days to correct the issue. If the issue is not corrected in that time frame, a Stop-Work Order will be issued, and the permit may be revoked.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections.

D.7 Other Construction Site Runoff Controls

Measurable Goals: Soil Erosion and Sediment Control (SESC) inspections will be monitored and filed until final site acceptance by Kendall County.

Kendall County evaluates their Construction Site Runoff Control Program by monitoring and recording Construction Site Runoff Control compliance.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County construction sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections.

E. Post-Construction Runoff Control

E.3 Long Term O&M Procedures

Measurable Goals: Review Kendall County Stormwater Management Ordinance and update and necessary.

Kendall County continues to monitor and enforce long term maintenance requirements of the Kendall County Stormwater Management Ordinance. No revisions were made in the past year.

E.5 Site Inspections During Construction

Measurable Goals: Implementing ordinance amendments, as necessary.

Kendall County continues to monitor and enforce soil erosion and sediment control requirements of the Kendall County Stormwater Management Ordinance under Sec. 303 and Sec. 304. No amendments were developed in the past year.

Kendall County will update the Kendall County Stormwater Management Ordinance to include enforcement procedures as necessary.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites until final stabilization is achieved.

E.7 Other Post-Construction Runoff Controls

Measurable Goals: Collaborate with other MS-4's in Kendall County and stakeholders, including the Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine the potential effects due climate change.

The County will continue to provide an evaluation survey to get feedback about County programs.

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goals: Increased participation at workshops.

Kendall County provides links on the County website to EPA's websites about green infrastructure and climate change. They also have EPA information posted on the County website about NPDES and clean water. This information is available to County staff, townships, and the public. The Kendall County SWCD has developed a variety of training materials which include presentations related to erosion and sediment control, best management practices, and associated regulations. These materials can be requested from the SWCD as needed.

Kendall County's Senior Planner participated in the following in Year 1: IAFSM's "Introduction to FEMA Part 1: What does FEMA really do?" in June of 2021 and the 2022 IAFSM Annual Conference in March of 2022. The certificates associated with these continuing education workshops can be found in Appendix 2.

F.4 Municipal Operation Waste Disposal

Measurable Goals: Minimize the impact of County operations on stormwater runoff.

Kendall County continues to collect litter and track the amount of material collected. Kendall County collected 5.13 tons of garbage from within County Right-of-Way in Year 1. Kendall County continues to minimize the discharge of pollutants from vehicle washing by treating the wash water by collection in a sediment basin or using an inlet filter prior to discharge. The County continues to properly store building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing materials, detergents, and other materials to guard against exposure to precipitation and stormwater.

F.5 Flood Management/Assess Guidelines

Measurable Goals: Incorporate revised floodplain guidelines and DFIRMs by reference as necessary.

Kendall County's Senior Planner is a Certified Floodplain Manager. This certification will help the County reach its goals listed in the ordinance by providing the Senior Planner with knowledge to assess and deal with the issues of flooding and its damaging effects.

Kendall County did not revise the Kendall County Stormwater Management Ordinance to incorporate more floodplain guidelines and DFIRMs by reference in Year 1.

F.6 Other Municipal Operations Controls

Measurable Goals: Evaluation of programs as necessary.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 1 to get input on how they can continue to prevent stormwater pollution. Four townships completed the survey. The survey results are included at the end of this report in Appendix 1.

Part 3. Information and Data Collection Results

(Provide information and water quality sampling/monitoring data related to illicit discharge detection and elimination collected during the reporting period.)

There was one illicit discharge investigation during Year 1 at 609 Wheeler Road on October 6, 2021. The County was unable to confirm that the discharge was sewage, however, the owner stated there was a backup in the septic system (in the sewer line or tank). The line ultimately backed up into the property's unfinished gravel basement. From the basement, the sewage was picked up by the sump pump and discharged to the nearby ditch. The owner worked with a sewage disposal company to correct the situation.

Part 4. Summary of Next Reporting Period Stormwater Activities

(Present a summary of the storm water activities you plan to undertake during the next reporting cycle, including and implementation schedule in the sections following the table.)

The table shown below summarizes the BMPs committed to for Year 2 of the NOI (March 2022-March 2023). Specific BMPs and measurable goals for Year 2 program development activities are presented in the sections following the table.

Note: **X** indicates BMPs committed to for Year 2 in NOI

A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Programs
X	D.4 Site Plan Review Procedures
	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
X	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
	E.2 Regulatory Control Program
X	E.3 Long-Term O&M Procedures
	E.4 Pre-Construction Review of BMP Designs
X	E.5 Site Inspections During Construction
	E.6 Post-Construction Inspections
X	E.7 Other Post-Construction Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operation Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goals: Track number of people requesting to see the County's Plan on an annual basis

Kendall County will maintain educational links on their website providing information on what residents can do to minimize and reduce stormwater runoff pollution, the benefits of green infrastructure and rain gardens, and the impacts of climate change. The County will add the Year 1 NPDES Annual Report and keep the new NOI posted their website for public viewing. The County will track the number of people requesting and viewing the Stormwater Management Program Plan, the NOI, and Annual Reports in Year 2.

A.2 Speaking Engagement

Measurable Goals: Number of annual presentations.

The County will continue to work with the Kendall County Health Department and the Kendall County Soil and Water Conservation District to increase the number of presentations on BMPs.

A.4 Community Event

Measurable Goals: Increased interest and attendance in annual workshops/seminars.

Kendall County will work with the Kendall County Soil and Water Conservation (SWCD), the Forest Preserve District, and other county departments to co-sponsor workshops and seminars.

A.6 Other Public Education

Measurable Goals: Inquiries to linked websites on annual increase in hits to website.

Kendall County will maintain the current links on their website and track the number of views on the Kendall County NPDES webpage.

B. Public Participation/Involvement

B.3 Stakeholder Meetings

Measurable Goals: Hold an annual public meeting to establish positive dialogue.

The County is currently making an effort to establish a dialogue with local communities in the County to coordinate stormwater management efforts. Kendall County has completed the Stormwater Management Program Plan and will continue to maintain adherence to the plan. The County will hold an annual public meeting to provide input into the MS4 program and will comply with State and local public notice requirements when implementing public participation and involvement activities. The County will work to identify any environmental justice areas and include the public participation in these issues.

B.7 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website.

The County will place new and maintain current links on their website to the websites of local watershed committees and conservation groups to further promote public education. The County will track the number of views on the NPDES website and related links.

C. Illicit Discharge Detection and Elimination

C.1 Storm Sewer Map Preparation

Measurable Goals: Review storm sewer mapping annually.

Kendall County will continue field verifying locations of features in Year 2 and maintain mapping layer of storm sewer systems in GIS.

C.3 Detection/Elimination Prioritization Plan

Measurable Goals: Track number of illicit dischargers discovered and track removal process.

Kendall County will work with the Kendall County Health Department, the Kendall County Highway Department, and the townships to address illicit discharges and identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

C.4 Illicit Discharge Tracing Procedures

Measurable Goals: Track number of illicit dischargers discovered and track removal process annually.

Kendall County will address, identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The County will perform dry and wet weather monitoring as necessary.

C.5 Illicit Source Removal Procedures

Measurable Goals: Track number of illicit dischargers discovered and track removal process.

Kendall County will address, identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The County will issue notices to source of illicit discharge discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

C.6 Program Evaluation and Assessment

Measurable Goals: Annual evaluation surveys.

Kendall County will evaluate their Illicit Discharge Detection and Elimination Program by having participants fill out an evaluation for using a tool such as Survey Monkey™.

C.7 Visual Dry Weather Screening

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County will identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. Kendall County will do periodical visual monitoring of outfalls during dry weather to determine non-stormwater discharges and their significance.

D. Construction Site Runoff Control

D.1 Regulatory Control Program

Measurable Goals: Implementation of the Kendall County Stormwater Ordinance.

Kendall County's Stormwater Management Ordinance includes revised regulations for stormwater management, plan reviews, and long-term maintenance. The County will continue implementation and compliance with the Stormwater Ordinance.

D.2 Erosion and Sediment Control BMPs

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to incorporate additional BMPs and revisions to the Illinois Urban Manual as necessary.

D.3 Other Waste Control Program

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include regulations for waste control on construction sites as necessary.

D.4 Site Plan Review Procedures

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include enforcement procedures and a site inspection checklist as necessary.

D.6 Site Inspection/Enforcement Procedures

Measurable Goals: Review enforceable procedures for construction site inspections and update as necessary.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include revised enforcement procedures and a site inspection checklist as

necessary.

D.7 Other Construction Site Runoff Controls

Measurable Goals: Soil Erosion and Sediment Control (SESC) inspections will be monitored and filed until final site acceptance by Kendall County.

Kendall County will document and enforce SESC requirements in the Kendall County Stormwater Management Ordinance.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County construction sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections.

E. Post-Construction Runoff Control

E.3 Long-Term O&M Procedures

Measurable Goals: Review Kendall County Stormwater Management Ordinance and update as necessary.

The Kendall County Stormwater Management Ordinance will include revised regulations for long term maintenance that will be updated as necessary. The County will monitor and enforce long term maintenance requirements of the Kendall County Stormwater Management Ordinance.

E.5 Site Inspections During Construction

Measurable Goals: Implementing ordinance amendments, as necessary.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include revised enforcement procedures and a site inspection checklist, as necessary.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites until final stabilization is achieved.

E.7 Other Post-Construction Runoff Controls

Measurable Goals: The County will evaluate relevant flood control techniques to determine the potential effects due to climate change.

Kendall County will collaborate with other MS4's in Kendall County and stakeholders, including the Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine the potential effects due to climate change. In Year 2, the County will begin implementing strategies created by the collaboration effort.

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goals: Increased participation at workshops.

The Health, PBZ, SWCD, and Highway Department personnel will participate in annual training programs, as available funding and opportunities allow. Training for County Staff and contractors on methods to prevent and reduce discharge of pollutants to the maximum extent practicable will be offered, as necessary. Training materials will be available to County Staff from the EPA and the State regarding prevention and reduction of stormwater pollution from activities such as park and open space maintenance, fleet and building maintenance and deicing practices. In addition, training materials that explain how flood management projects impact water quality, non-point source pollution control, green infrastructure controls, and aquatic habitat will be made available to employees upon request by employees.

F.4 Municipal Operation Waste Disposal

Measurable Goals: Minimize the impact of County operations on stormwater run-off.

In order to minimize the impact of County operations on stormwater run-off, the following actions will be taken:

The Highway Department will continue to collect litter from County highways and track the amount of material collected and properly disposed.

The County will minimize discharge of pollutants from County owned vehicle washing by treating the wash water by collection in a sediment basin or using an inlet filter prior to discharge.

The County will properly store County-owned building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing materials, detergents, and other materials to guard against exposure to precipitation and stormwater.

The County has procedures in place to respond to spills and leaks to prevent exposure to stormwater infrastructure on County-owned property.

The County will perform inspections to maintain the integrity of the County owned stormwater systems.

The County will continue to store deicing material in the permanent Kendall County Highway Department salt storage facility.

F.5 Flood Management/Assess Guidelines

Measurable Goals: Incorporate revised floodplain guidelines and DFIRMS by reference, as necessary.

Kendall County will incorporate the revised floodplain guidelines and DFIRMs from FEMA in the Kendall County Stormwater Management Ordinance to assist with flood related issues, as necessary.

F.6 Other Municipal Operations Controls

Measurable Goals: Evaluation of program as necessary.

Kendall County will continue to evaluate their Pollution Prevention/Good Housekeeping program, as necessary.

Part 5. Notice of Qualifying Local Program

Kendall County does not rely on any other government entity to satisfy permit obligations.

Part 6. Construction Projects Conducted During Year 1

(Provide a list of construction projects your entity has paid for during the reporting period)

Construction Project	Description
Ridge Road & Holt Road Intersection Improvement	<p>This project is located in the area of the Ridge Road and Holt Road intersection. This site is 7.7 acres with a disturbed area of 3.6 acres. The intersection will be reconstructed along the existing alignment with new impervious area to add new lanes. Other major work items include culvert installation, storm sewer, and earthwork. The project started in April 2021 and ended in November 2021.</p> <p>Section No. 16-00135-00-RP</p>
River Road Bridge Construction over the Rob Roy Creek	<p>The project is located on River Road, in the jurisdiction of the Little Rock Road District, about 0.25 miles east of Fox River Drive. The site is 1.4 acres and will disturb 1.8 acres. The project consists of constructing a precast deck beam bridge and will include excavation and embankment fill; guardrail; pavement, and stone riprap erosion protection. The project started in July 2021 and ended in October 2021.</p> <p>Section No. 19-06128-00-BR</p>
Eldamain Road - Road Extension and Bridge Construction	<p>This project involves extending the roadway from River Road to West Highpoint Road with a new Bridge over the Fox River. Permits have been obtained for instream work in the Fox River.</p> <p>Section No. 19-00153-00-BR</p>

APPENDIX 1

2021 NPDES ANNUAL EVALUATION SURVEY RESPONSES

NPDES Annual Evaluation Survey Questions
Kendall County

Public Education and Outreach

1. What topics are you interested in learning more about that the County could provide information on for the public? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
 - A. How to properly store and dispose of common household products such as fuel, oil, paint, etc.
Most Interested (1) Na-Au-Say (1) Oswego
Middle Interested
Least Interested (1) Lisbon
 - B. How to incorporate green infrastructure such as rain gardens, rain barrels, or permeable pavement onto my property to improve rainwater runoff.
Most Interested
Middle Interested (1) Lisbon
Least Interested (1) Na-Au-Say (1) Oswego
 - C. How to compost to reduce the amount of waste my household generates.
Most Interested (1) Lisbon (1) Seward
Middle Interested (1) Na-Au-Say (1) Oswego
Least Interested
2. Do you utilize the stormwater information listed on the County's website at <https://www.co.kendall.il.us/departments/planning-building-zoning/npdes?>
 - A. Yes (1) Seward
 - B. No (1) Na-Au-Say (1) Lisbon (1) Oswego
3. Do you find the stormwater information listed on the County's website helpful?
 - A. Yes (1) Seward
 - B. No
 - C. Do not utilize information on County Website (1) Na-Au-Say (1) Lisbon (1) Oswego

Public Participation/Involvement

1. Do you think the County offers enough volunteer opportunities for members of the community?
 - A. Yes (1) Seward
 - B. No
 - C. Not familiar with County volunteer opportunities (1) Na-Au-Say (1) Lisbon (1) Oswego

2. Do you utilize the volunteer opportunities information listed on the County's website at <https://www.co.kendall.il.us/departments/administration-services/volunteer-opportunities/>?
 - A. Yes
 - B. No (1) Na-Au-Say (1) Lisbon (1) Oswego (1) Seward

3. Do you find the volunteer opportunities information listed on the County's website helpful?
 - A. Yes (1) Seward
 - B. No
 - C. Not familiar with County volunteer opportunities (1) Na-Au-Say (1) Lisbon (1) Oswego

4. What volunteer opportunities would you be interested in in participating in in the future? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
 - A. River clean-up
 - B. Electronic recycling
 - C. Household waste (fuel, oil, paint, etc.) recycling
 - Little Rock-
 - Bristol-
 - Oswego-Electronic recycling, Household waste recycling, River clean-up
 - Fox-
 - Kendall-
 - Na-Au-Say-Electronic recycling
 - Big Grove-
 - Lisbon-Household waste recycling, Electronic recycling, River clean-up
 - Seward-Household waste recycling
 - Blank-

Illicit Discharge Detection & Elimination

1. If an illicit discharge is identified by a Township staff member or reported to the Township office, do you work with the County to get it removed?
 - A. Yes
 - B. No
 - C. Have not identified illicit discharge. (1) Na-Au-Say (1) Lisbon (1) Oswego (1) Seward

2. Do you feel the County is doing a sufficient job in identifying, tracking, and removing illicit discharges and non-stormwater discharges that are significant pollutants within the County?
 - A. Yes (1) Seward
 - B. No

C. There have not been illicit discharges identified within my Township. (1) Na-Au-Say (1) Lisbon (1) Oswego

3. What can the County do to better identify and track illicit discharges?
- A. Perform more visual inspections at outfalls throughout the County.
 - B. Once an illicit discharge is identified perform more grab samples downstream of the location.
 - C. Both of the above. (1) Lisbon (1) Oswego (1) Seward
 - D. None of the above. (1) Na-Au-Say
 - E. Other:

Construction and Post-Construction Runoff Control

1. Do you feel that the County does an adequate job inspecting soil erosion and sediment control on construction sites within your township?
- A. Yes (1) Na-Au-Say (1) Lisbon (1) Oswego (1) Seward
 - B. No
 - C. There have not been construction projects within my Township during the past year.
2. What can the County do to better monitor soil erosion and sediment control issues on construction sites?
Silt Fencing/Possible Plugged Culverts After Flooding (Seward)

Pollution Prevention/Good Housekeeping

1. Do you feel the County provides adequate training to staff members to keep them informed on stormwater pollution prevention practices?
- A. Yes
 - B. No (1) Lisbon (1) Oswego (1) Seward
2. Do you feel the County is taking necessary measures to reduce flooding throughout the County?
- A. Yes
 - B. No (1) Na-Au-Say (1) Lisbon (1) Oswego (1) Seward

General comments or questions regarding Stormwater Management and/or NPDES requirements:

Responding Townships:

Na-Au-Say

Lisbon

Oswego

Seward

APPENDIX 2

CONTINUING EDUCATION CERTIFICATES



Illinois Association for Floodplain and Stormwater Management

Certificate of Training

Matthew Assemeier
has satisfactorily completed training during the

2022 IAFSM Annual Conference

Conducted by
The Illinois Association for Floodplain and Stormwater Management

Location: Normal, Illinois
Date: March 8th and 9th, 2022

PDH Credits: 11.5
CEC Credits: 10

Diane Bouckaert, PE, CFM, CPESC
Chair, Education Outreach Committee



Illinois Association for Floodplain and Stormwater Management

Certificate of Training

Matthew Aselmeier

has satisfactorily completed training during the

Introduction to FEMA Part 1: What Does FEMA Really Do?

Conducted by

The Illinois Association for Floodplain and Stormwater Management Young Professionals Group

Location: Virtual

Date: June 23, 2021

PDH Credits: 1

CEC Credits: 1

Diane Bouckaert

Diane Bouckaert, PE, CFM CPESC
Chair, Education Outreach Committee



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning Committee

Meeting Date: May 9, 2022

Amount: \$42,500

Budget: Yes

Issue: Approval to Authorize the County Board Chairman to Sign and Submit an Illinois Grant Accountability and Transparency Notice of State Award for a Certified Local Government Grant for an Historic Structure Survey in Unincorporated Kendall and Bristol Townships; Grant Amount is \$29,750 and County's Match is \$12,750 for a Total Project Cost of \$42,500

Background and Discussion:

In December 2021, Kendall County submitted a Certified Local Government Grant application with the State to conduct a historic structure survey in unincorporated Kendall and Bristol Townships with the exception of that portion of Helmar located in Kendall Township. The grant was for Twenty-Nine Thousand, Seven Hundred Fifty Dollars (\$29,750); the County's match was Twelve Thousand, Seven Hundred Fifty Dollars (\$12,750); the total project cost was Forty-Two Thousand, Five Hundred Dollars (\$42,500).

On April 28, 2022, the County received the attached Notice of State Award. The State requires this document to be signed prior to execution of the grant agreement documents.

Committee Action:

PBZ-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: May 10, 2022

COUNTY OF KENDALL, ILLINOIS

ORDINANCE 22 - _____

**ORDINANCE ALLOWING THE KENDALL COUNTY TREASURER TO
ADOPT A SINGLE BIDDER RULE FOR THE ANNUAL TAX SALE**

WHEREAS, the Kendall County Treasurer believes it to be in the best interests of the people of Kendall County to conduct a fair and equitable annual tax sale, and desires to adopt a single bidder rule to help ensure fairness and equity; and

WHEREAS, the Illinois Property Tax Code 35 ILCS 200/21-205 (b-5) provides that “The corporate authorities in any county with less than 275,000 inhabitants may, by ordinance, allow the County Collector of that county to adopt such a single bidder rule.”

NOW THEREFORE, BE IT ORDAINED, THAT THE COUNTY BOARD OF KENDALL COUNTY allows the Kendall County Treasurer to adopt a single bidder rule in accordance with 35 ILCS 200/21-205 (b-5) to prohibit a tax purchaser from registering more than one related bidding entity at the tax sale.

AND IT BE FURTHER ORDAINED, that the Kendall County Treasurer shall require an affidavit to be signed by each registered tax buyer attesting to compliance with the single bidder rule.

AND IT BE FURTHER ORDAINED, that a registered tax buying entity may only have one registered buyer at the tax sale and may not have a related bidding entity directly or indirectly register as a buyer or participate in the tax sale. A registered tax buying entity may not engage in any multiple bidding strategy for the purpose of having more than one related bidding entity submit bids at the tax sale.

AND BE IT FURTHER ORDAINED, that the determination of whether registered entities are related so as to prohibit those entities from submitting duplicate bids in violation of the single bidder rule is at the sole and exclusive discretion of the Kendall County Treasurer or his or her designated representatives.

IN WITNESS OF, this Ordinance has been enacted by the County Board of Kendall, State of Illinois,

Adopted and approved this _____ day of _____ 2022.

ATTEST:

Scott R. Gryder
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk & Recorder



Kendall County Clerk				
Revenue Report		4/1/22-4/30/22	4/1/21-4/30/21	4/1/20-4/30/20
Line Item	Fund		Revenue	Revenue
CLKFEE	County Clerk Fees	\$821.50	\$1,337.00	\$974.00
MARFEE	County Clerk Fees - Marriage License	\$1,140.00	\$1,560.00	\$420.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$45.00	\$50.00	\$15.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,200.00	\$1,884.00	\$1,190.00
NOTARY	County Clerk Fees - Notary	\$310.00	\$380.00	\$35.00
MISINC	County Clerk Fees - Misc	\$52.02	\$225.58	\$6.00
	County Clerk Fees - Misc Total	\$3,568.52	\$5,436.58	\$2,670.00
RECREE	County Clerk Fees - Recording	\$29,115.00	\$45,345.00	\$32,752.00
	Total County Clerk Fees	\$32,683.52	\$50,781.58	\$35,422.00
CTYREV	County Revenue	\$57,681.25	\$55,540.00	\$34,037.00
DCSTOR	Doc Storage	\$17,087.50	\$26,708.00	\$19,208.00
GISMAP	GIS Mapping	\$54,186.00	\$84,570.00	\$60,780.00
GISRCD	GIS Recording	\$3,612.00	\$5,638.00	\$4,052.00
INTRST	Interest	\$29.76	\$37.17	\$26.53
RECMIS	Recorder's Misc	\$633.00	\$7,314.25	\$3,026.50
RHSP	RHSP/Housing Surcharge	\$14,787.00	\$24,066.00	\$17,532.00
TAXCRT	Tax Certificate Fee	\$1,520.00	\$1,760.00	\$1,040.00
TAXFEE	Tax Sale Fees	\$148.00	\$100.00	\$35.00
PSTFEE	Postage Fees	\$0.00	\$70.20	\$20.85
CK # 19464	To KC Treasurer	\$182,368.03	\$256,585.20	\$175,179.88
Death Certificate Surcharge sent from Clerk's office \$764.00 ck # 19462				
Dom Viol Fund sent from Clerk's office \$190.00 ck 19463				

Office of Jill Ferko

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR FIVE MONTHS ENDED 04/30/2022

<u>REVENUES*</u>	Annual <u>Budget</u>	2022 YTD <u>Actual</u>	2022 YTD% <u>%</u>	2021 YTD <u>Actual</u>	2021 YTD <u>%</u>
Personal Property Repl. Tax	\$465,000	\$517,770	111.35%	\$217,506	55.77%
State Income Tax	\$2,574,336	\$1,373,056	53.34%	\$1,216,524	52.89%
Local Use Tax	\$950,000	\$285,125	30.01%	\$521,930	57.99%
State Sales Tax	\$583,000	\$209,516	35.94%	\$228,649	43.14%
County Clerk Fees	\$350,000	\$148,178	42.34%	\$247,080	76.02%
Circuit Clerk Fees	\$1,250,000	\$415,085	33.21%	\$498,220	40.84%
Fines & Foreits/St Atty.	\$275,000	\$94,482	34.36%	\$107,095	38.94%
Building and Zoning	\$75,000	\$50,895	67.86%	\$51,255	75.38%
Interest Income	\$40,000	\$16,686	41.72%	\$9,133	9.13%
Health Insurance - Empl. Ded.	\$1,588,649	\$502,313	31.62%	\$152,993	10.43%
1/4 Cent Sales Tax	\$3,228,750	\$1,095,015	33.91%	\$1,417,011	46.08%
County Real Estate Transf Tax	\$450,000	\$158,431	35.21%	\$243,017	54.00%
Federal Inmate Revenue	\$1,898,000	\$627,600	33.07%	\$823,520	40.29%
Sheriff Fees	\$115,000	\$37,178	32.33%	\$35,723	25.52%
TOTALS	\$13,842,735	\$5,531,330	39.96%	\$5,769,656	43.43%
Public Safety Sales Tax	\$5,512,500	\$2,181,951	39.58%	\$2,449,987	46.67%
Transportation Sales Tax	\$6,000,000	\$2,181,951	36.37%	\$2,449,987	46.67%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 5 months the revenue and expense should at 41.65%

EXPENDITURES

All General Fund Offices/Categories	\$30,023,573	\$9,351,885	31.15%	\$11,260,855	36.30%
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Office of the Kendall County Coroner

**Monthly Report
April 2022**

*There were 12 hours of community service time served during the month of March.

*Chief Deputy Coroner Levi Gotte provided in-house training for new corrections deputies.

*The DEA Take Back Event was held on 04/30/2022. We took in approximately 100 pounds of pills/liquids and sharps.

*Donated to Insulin for Life - 2000+ insulin syringes, 480 pen needles, 2100 lancets, 78 insulin pens

Deaths Report to the M.E.		Deaths Investigations	
April 2022	33	April 2022	7
YTD	140	YTD	32

MEI Scene Investigations		Postmortem Examinations	
April 2022	4	April 2022	4
YTD	21	YTD	11

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
April 2022	29	0	0	0	0	4
YTD	126	4	5	0	0	5

Cremation Permits Issued	
April 2022	22
YTD	87

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2022-0108	Natural	Dementia-Alzheimers	02-17-1927	04-01-2022	None	No
2022-0109	Natural	Cardiac-Infarct NOS	02-08-1932	04-03-2022	None	No
2022-0110	Natural	Dementia-Alzheimers	06-11-1921	04-03-2022	None	No
2022-0111	Natural	Nervous System- Stroke	07-09-1961	04-03-2022	None	No
2022-0112	Natural	Prematurity	03-30-2022	03-30-2022	None	No
2022-0113	Natural	Cardiac	09-11-1918	04-06-2022	None	No
2022-0114	Natural	Neoplasm	04-08-1938	04-07-2022	None	No
2022-0115	Pending		03-12-1969	04-07-2022	Full	Yes
2022-0116	Natural	Cardiac	10-23-1929	04-08-2022	None	No
2022-0117	Natural	Dementia-Alzheimers	03-10-1953	04-09-2022	None	No
2022-0118	Natural	Dementia-Alzheimers	09-19-1934	04-11-2022	None	No
2022-0119	Natural	Cardiac	01-26-1935	04-13-2022	None	No
2022-0120	Natural	Cardiac	02-09-1939	04-14-2020	None	No
2022-0121	Natural	Cardiac	08-03-1944	04-14-2022	None	No
2022-0122	Natural	Nervous System-Hemorrhage	02-01-1950	04-15-2022	None	No
2022-0123	Pending		06-30-1966	04-16-2022	Full	Yes
2022-0124	Natural	Infection	02-24-1939	04-17-2022	None	No
2022-0125	Natural	Cardiac	01-07-1939	04-18-2022	None	No
2022-0126	Natural	Neoplasm	01-22-1960	04-18-2022	None	No
2022-0127	Natural	Dementia-Alzheimers	08-30-1942	04-18-2022	None	No
2022-0128	Natural	Neoplasm	05-09-1962	04-19-2022	None	No
2022-0129	Pending		09-17-1966	04-20-2022	Full	Yes
2022-0130	Pending		07-04-1960	04-20-2022	Full	Yes
2022-0131	Natural	Cardiac	01-19-1935	04-22-2022	None	No
2022-0132	Natural	Renal Disease	10-28-1974	04-22-2022	None	No
2022-0133	Natural	Pulmonary	12-09-1947	04-23-2022	None	No
2022-0134	Natural	Asphyxia-Suffocation-Choking	07-04-1925	04-23-2022	None	No
2022-0135	Natural	Cardiac	06-09-1969	04-24-2022	None	No
2022-0136	Natural	Dementia-Alzheimers	09-26-1928	04-25-2022	None	No
2022-0137	Natural	Neoplasm	10-05-1974	04-25-2022	None	No
2022-0138	Natural	Nervous System	03-16-1944	04-27-2022	None	No
2022-0139	Natural	Renal Disease	12-04-1962	04-29-2022	None	No
2022-0140	Natural	Renal Disease	01-04-1956	04-30-2022	None	No



Annual Report

2021

Office of the Kendall County Coroner

804 W John Street, Suite A

Yorkville, Illinois 60560

Telephone: 630-553-4200

Fax: 630-553-4116

Email: coroneradmin@co.kendall.il.us

Website: <https://www.co.kendall.il.us/offices/coroner/>

Facebook: www.facebook.com/kendallcountycoroner

Table of Contents

Description	Page #
Letter from the Coroner	3
Personnel	4-6
Reportable Deaths/Scene Response	7-10
Budget/FOIA	10-11
Organ & Tissue Donation and Community Programs	11-12
Elected Coroners of Kendall County	13
History of the Coroner	14
Resources	15

To the Citizens of Kendall County:

The Kendall County Coroner's Office is pleased to release this 2021 Annual Report. The purpose of the report is to enable the Kendall County Board Members and the general public to better acquaint themselves with the activities of our office, as well as to provide an ongoing statistical analysis of past and current deaths in the county to serve as a tool for future planning.

We continued into the 2021 year with adaptations and change brought on by the continuance and local surges of Covid-19 deaths. We had to adapt to an office environment that presented several challenges as far as space and personnel. Fortunately, we were able to limit exposures within the office and maintain a constant on-call coverage. Work and supply shortages throughout the country also presented challenges. Our toxicology reports took much longer than normal to receive which resulted in autopsy reports taking longer to complete and so on...it really makes you realize how crucial each area of discipline is to the entire investigation process.

We were pleased to be able to get back into some of our typical presentations. We've been back in the police departments training new hires, back in the schools with the law enforcement class presentations and welcoming various community members into the office again. We began our community service program again which has been a tremendous help. We miss the public interactions, both in the office and throughout the community. But, we have remained healthy and safe, and that is what is important.

The Coroner's Office has occupied its current space for 20 years this year without any addition of space. I have begun the early process of planning for more space for our operation. I am pleased that the process seems to be moving in a positive direction. I have hopes for increased and better work space in the coming year or so.

I am so proud of my deputies and assistants for their dedication, both to the office and to the families we serve. Their compassionate care is unmistakable in everything they do. It is truly my honor to work alongside such fine individuals.

Sincerely,



Jacquie Purcell
Kendall County Coroner



Coroner's Office Personnel

According to the Illinois State Statutes which govern the Coroner's Office, the Coroner and Deputy Coroners are sworn law enforcement officers and are designated by the law as peace officers. In fact, according to IL state statute, the Coroner and Sheriff hold equal powers throughout the county. Our office is comprised of both sworn and non-sworn personnel. Coroner Purcell, Chief Deputy Gotte, Deputy Jessica Gotte, Deputy Dave Jordan, Deputy Paty Monarrez and Deputy Will Sutton are all sworn officers. In addition, we have seven coroner's assistants. The assistants are not sworn officers, and as such, do not hold the same powers nor do they share the same responsibilities as the deputy coroners.

Jacquie Purcell

Kendall County Coroner

Jacquie is the 25th person to be elected as Coroner of Kendall County. She graduated from Worsham College where she studied mortuary science. She is a nationally board certified funeral director and embalmer. She has worked in the death industry since 1994. She began her career with the Kane County Coroner's Office, moved to the LaSalle County Coroner's Office and has been with the Kendall County Coroner's Office since 2003. Jacquie is a diplomate of the American Board of Medicolegal Death Investigators, and she serves as the District 1 Director for the Illinois Coroners & Medical Examiner's Association. Jacquie is also a member of the International Association of Coroners & Medical Examiner's Association, the Society of Medicolegal Death Investigators and an affiliate member of the National Association of Medical Examiners.

Levi Gotte

Chief Deputy Coroner

Levi is the only full-time staff member in the coroner's office. His background is extensive in public safety. He has worked as a supervisor for Kendall County's 9-1-1 Center. He recently became a diplomate of the American Board of Medicolegal Death Investigators. Levi has completed training with the St. Louis University School of Medicine – Division of Forensic Sciences, Basic Medicolegal Death Investigator Training Program. He is also a fellow member of the International Association of Coroners and Medical Examiners.

Jessica Gotte
Deputy Coroner

Jessica is a part-time Deputy Coroner with the office. She studied at College of DuPage and received her license as Radiologic Technician. She furthered her studies at Weber State University in Utah where she received her license as a Radiological Practitioner Assistant. She currently works full time in the Interventional Radiology department at a local hospital. Jessica completed training with the International Coroner's and Medical Examiner's Association, Basic Medicolegal Death Investigator Training Program. She is also a fellow member of the International Association of Coroners and Medical Examiners.

David Jordan
Deputy Coroner

Dave is a part-time Deputy Coroner with Kendall County. He is employed full-time as a Lieutenant and Paramedic and part-time as an Assistant Chief of Operations for two local fire protection districts. Dave has over 30 years of experience in the fire service.

Patricia Monarrez
Deputy Coroner

Patricia (Paty) is a graduate of Calumet College of St. Joseph with her degree in Criminal Justice with a Forensic Science Concentration. She works full-time as a Youth Counselor with the Kane County Juvenile Justice Center.

Will Sutton
Deputy Coroner

Will was promoted from Coroner's Assistant to Deputy Coroner this year. He serves full time as a County Veteran Service Officer for the Veteran's Assistance Commission of Kendall County. He is also an OIF-OEF Combat Purple Heart Veteran of the United States Marine Corps.

Coroner's Assistants

Jennifer Hockings
Lynsey Ingram
Allen Grobe
Taryn Borcky

Michael Melcher
Jennifer Coe
Tina Kaltenecker

Cherie McCarron

Administrative Assistance

Cherie joined the office this year as the administrative assistant. She has a background in both emergency medical services and organ and tissue donation. In her free time, she is the President of the Blind Dog Rescue Alliance.

Dr. Kristin Escobar Alvarenga

Forensic Pathologist / Coroner's Physician

Kristin Escobar Alvarenga, M.D., is originally from Texas where she received her undergraduate degree from Baylor University and her medical degree from the University of Texas Medical Branch in Galveston, Texas. She then completed her Anatomic and Clinical Pathology Residency at Montefiore Medical Center and the Albert Einstein College of Medicine in Bronx, New York, followed by a one-year forensic pathology fellowship training program at the Harris County Institute of Forensic Sciences. Dr. Escobar-Alvarenga works full-time as a medical examiner in Cook County, and she contracts with Kendall County as a Coroner's Physician.



Reportable Deaths in Kendall County

Kendall County runs on a fiscal year which begins December 1 and ends on November 30. However, we have decided to transfer to a calendar year reporting system beginning this year. Therefore, this annual report will cover 13 months, including December, 2020 through December, 2021.

The State of Illinois dictates that the jurisdiction for the coroner is wherever the subject is pronounced dead. This simply means that if an incident occurs in Kendall County, but that person is transported by any means (personal transport, ambulance, helicopter, etc.) to a hospital or area outside of Kendall County, and is pronounced dead, the Coroner in that county assumes jurisdiction for that death. There are many incidents that begin in Kendall County, but jurisdiction for the coroner is transferred to another county when the subject is pronounced dead (generally at a hospital) outside of Kendall County.

There are 5 manners of death. Each reported death will be examined and assigned a manner and cause of death. The manners are: natural, accidental, suicidal, homicidal or undetermined. The following charts show a breakdown of deaths which have occurred and were reported to our office during Fiscal Year 2021.

DEATHS by MANNER (December 1, 2020-December 31, 2021)

Natural	405
Accident	23
Suicide	11
Homicide	1
Undetermined	0
TOTAL DEATHS REPORTED	440

Scene Response/Transportation

The Kendall County Coroner’s Office responds to many scenes throughout the year.

During the investigation, the decision is made whether or not the body should be transported to the Kendall County Coroner’s Office for further investigation, transported until next-of-kin can be notified, or released directly to the care of the funeral home. In 2021, the Coroner’s staff responded to 80 different calls/scenes and transported 56 bodies to the Kendall County morgue.

NATURAL DEATHS by Cause (December 1, 2020 – December 31, 2021)

Description	# of Cases
TOTAL Natural Death	405
ALL Heart Related	99
ALL Cancers	124
ALL Dementias	58
COPD/Pneumonias	24
ALL Stroke/CVAs	26
ALL Failure to Thrive	12
ALL Kidney Failure	19
ALL COVID-19	13
ALL Other	30

COVID-19 Related Deaths (December 1, 2020 – December 31, 2021)

The Coroner’s Office is only responsible for tracking deaths that occur inside Kendall County. There were 13 deaths reported in Kendall County which were attributed to COVID-19 infection.

Date	Age	M/F	Location
12/2020	89	Female	Facility
12/2020	78	Female	Facility
01/2021	92	Female	Facility
01/2021	77	Male	Facility
01/2021	67	Female	Residence
02/2021	71	Female	Residence
02/2021	92	Female	Facility
02/2021	95	Female	Residence
08/2021	76	Male	Residence
10/2021	85	Female	Residence
10/2021	94	Female	Residence
10/2021	65	Female	Nursing Home
10/2021	86	Female	Residence

NON-NATURAL DEATHS by Cause & Manner (December 1, 2020 – December 31, 2021)

DESCRIPTION	MANNER	Age	M/F
Combined Drug (Hydromorphone, Lorazepam, Trazodone, Tramadol, Fluoxetine and Dextromethorphan and/or Levomethorphan) Toxicity	Accident	29	Female
Combined Drug (Cocaine, Para-Fluorofentanyl, Fentanyl and 4-ANPP [Despropionyl Fentanyl]) Toxicity	Accident	43	Male
Blunt Force Injuries Due to Pick-up vs Truck Collision	Accident	54	Male
Hypertensive and Atherosclerotic Cardiovascular Disease Probable Cold Exposure	Accident	55	Male
Blunt Force Injuries Due to Automobile vs Semi Tractor Trailer Collision	Accident	73	Male
Blunt Force Injuries Due to Automobile vs Semi Tractor Trailer Collision	Accident	26	Female
Asphyxia due to Carbon Monoxide Poisoning Due to Acute Ethanol Intoxication	Accident	50	Male
Combined Cocaine, 4-ANPP (Despropionyl Fentanyl), Fentanyl & Alprazolam Toxicity	Accident	22	Female
Combined Cocaine, 4-ANPP (Despropionyl Fentanyl) and Fentanyl Toxicity	Accident	28	Male
Blunt Force Injuries Due to Single Motorcycle Mishap	Accident	33	Male
Blunt Force Injuries Due to SUV vs Flatbed Truck Motor Vehicle Collision	Accident	20	Male
Blunt Force Injuries Due to Truck Vs SUV Collision	Accident	13	Male
Complications of Traumatic Head Injury Due to a Fall	Accident	94	Female
Combined Mitragynine, Alprazolam, Clonazepam, R-ANPP (Despropionyl Fentanyl) and Fentanyl Toxicity	Accident	33	Male
Multiple Injuries Due to Motor Vehicle Collision	Accident	43	Male
Subdural Hematoma Due to a Fall	Accident	77	Male
Congestive Heart Failure due to Atrial Fibrillation Exacerbated by Hip Fracture	Accident	79	Female
Combined Ethanol and Drug (Cocaine, Fentanyl and 4-ANPP [Despropionyl Fentanyl]) Toxicity	Accident	37	Male
Blunt Force Injuries Due to Automobile vs SUV Collision	Accident	33	Female
Combined Drug (Fentanyl, Alprazolam and 4-ANPP Despropionyl Fentanyl) Toxicity	Accident	39	Male
Blunt Force Injuries Due to Motor Vehicle vs Tree Collision	Accident	37	Male
Blunt Force Injuries Due to SUV vs Truck Collision	Accident	68	Male
Blunt Force Injuries Due to Automobile vs Tree Collision	Accident	23	Male

Gunshot Wound to the Head	Suicide	53	Male
Asphyxiation due to Hanging	Suicide	77	Male
Asphyxiation due to Hanging	Suicide	23	Male
Gunshot Wound to the Head	Suicide	78	Male
Asphyxiation due to Hanging	Suicide	49	Male
Combined Ethanol & Fluoxetine Toxicity	Suicide	36	Male
Gunshot Wound to the Head	Suicide	14	Female
Gunshot Wound to the Head	Suicide	18	Male
Gunshot Wound to the Head	Suicide	18	Male
Intraoral Gunshot Wound	Suicide	21	Male
Asphyxiation due to Hanging	Suicide	42	Male
Multiple Gunshot Wounds	Homicide	68	Male

BUDGET

The Kendall County Coroner's Office operates on a budget from the general fund. In FY 2021 our entire operating budget was \$190,874. We also generate revenue by charging a \$50 fee for cremation authorizations and various fees for specific reports (autopsy reports, toxicology reports, etc.). In FY 2021, the Kendall County Coroner's Office authorized 279 cremation permits. According to the IL State Statute, all revenues received from cremation permits and fees for report copies are held in a special fund which can be used to supplement the coroner's office's general operations. In 2021, the Kendall County Coroner's Office received \$10,750 in special fees. The coroner's offices throughout the State of Illinois also receive an annual grant. The grant monies are based on a surcharge amount placed on each death certificate issued. Therefore, the grant amount is dependent on the number of death certificates issued, throughout the state, during the previous year. In FY 2021, the Kendall County Coroner's Office received a grant for \$3,922. The Kendall County Coroner's Office began working with SUDORS (State Unintentional Drug Overdose Reporting System) which provides a stipend to the office in return for statistical gathering and actively working to reduce opioid deaths within the communities. In 2021, the Kendall County Coroner's Office received a stipend for \$1,484.05. These combined monies are mostly unrestricted and are used to supplement the general budget.

FOIA (Freedom of Information Act)

The Kendall County Coroner's Office receives requests throughout the year for records and information. The majority of information regarding a death is considered public information. In 2021, the Kendall County Coroner's Office fulfilled 13 FOIA requests.

Please refer to the Kendall County website at www.co.kendall.il.us and click on the FOIA link to process any FOIA requests.

ORGAN/TISSUE DONATION

We work closely with the Gift of Hope which is our regional Organ Procurement Organization. In 2021, the Kendall County Coroner's Office facilitated a number of donations which benefited over one hundred recipients. The gift of donation is special for both the donor and family and recipient. The criterion which needs to be met to even qualify for donation is quite strict, so when a donation is able to be successfully completed – it is truly a gift.

COMMUNITY PROGRAMS

Throughout the year we are quite active in the community. The Kendall County Coroner's Office is active in the local high schools and vocational schools with the various driver's education programs, Law Enforcement Classes, Health & Science Careers, and STEM programs. Our community and training programs are well received, and we are glad to be back out in the community.

Coroner Purcell hosts a bi-monthly meeting called 'Lights of Hope' for family and friends who have been impacted by an overdose related death. Due to restrictions put in place due to the pandemic, we were forced to cancel some of these meetings. As of December 2021, we have resumed meeting in person. Please refer to the Kendall County Coroner's Facebook page for more information.

The Kendall County Coroner's Office provides open-to-the-public tours of the office and morgue by request. Please refer to the Kendall County website or Facebook page for additional information.

Coroner Purcell serves as the Chair for the Region 2 At-Risk Adult Fatality Review Team. The team serves to identify deaths of At-Risk Adults and establish protocols to ensure certain measures are in place to avoid similar deaths.

The Kendall County Coroner's Office partners with the Kendall County Probation Department for community service workers. Many hours of community service hours are served each year through the Coroner's Office.

New in 2021, the Kendall County Coroner's Office participated in the DEA Takeback. We registered as a drop-off site and ultimately took in over 200 pounds of expired/unused medication. This event was more successful than we anticipated and we will be participating in future takeback events – each spring and fall!

The Kendall County Coroner's Office serves as a collection site for donated diabetic supplies and medications. We regularly collect insulin and insulin pens, monitors, needles/syringes, testing strips, lancets, etc. We properly package and ship these donations to Insulin for Life. Insulin for Life is a registered charity licensed to accept and distribute diabetic supplies to under privileged areas throughout the world. Diabetic supplies are accepted in the office year-round. Please feel free to contact our office to arrange a time to drop off donations/supplies. Together, we are literally saving lives!



Elected Coroners of Kendall County

<u>Name</u>	<u>Term</u>
Hon. Lewis Brinsley Judson	1841-1842
Hon. George Albert Hollenback	1842-1848
Hon. Solomon Heustis	1848-1854
Hon. William Wesley Winn	1854-1856
Hon. Nathan Carr Mighell	1856-1860
Hon. John H. Bird	1860-1862
Hon. John Dunn	1862-1864
Hon. Mordicai Davis	1864-1866
Dr. Daniel Smith Jenks	1866-1868
Hon. Lyman Childs	1868-1870
Hon. Willis Atkins	1870-1872
Hon. James B. Littlewood	1872-1874
Hon. Orris W. Grant	1874-1878
Dr. Isaac E. Bennett	1878-1882
Dr. Robert Alexander McClelland	1882-1892
Dr. Frank Howard Lord	1892-1900
Dr. Amasa Elijah Field	1900-1904
Hon. Thomas Barnett Drew	1904-1916
Hon. Arthur Evarts Lord	1916-1928
Dr. Frederick Michael Groner	1928-1940
Dr. Lyman Ambrose Perkins	1940-1960
Hon. Everett M. McKeown	1960-1976
Hon. William F. Dunn	1976-1992
Hon. Kenneth Orrin Toftoy	1992-2016
Hon. Jacqueline Rae Purcell	2016 -

HISTORY of the CORONER



'Carorum Ad Curam', this is a Latin statement you'll notice on many of the items produced from our office. It is a way of offering tribute to the original roots of the Coroner's Office. Originally, the job title, *'custos placitorum coronae'*, was the officer tasked with protecting the property of the Royal Family. From the Latin, *'Corona'*, meaning 'crown' eventually became 'Coroner'. The function of the office

gradually changed, and by the 17th century the main duties were to determine the cause of death in cases not obviously natural. *'Carorum Ad Curam'* translates literally to mean 'to take care of loved ones'. There is no better way to express what we do here in our office. We take care of loved ones – both who have died and those left to mourn.

CLOSING

The Kendall County Coroner's Office is always available to the public for questions or concerns. Please feel free to contact us for any reason.



RESOURCES

Gift of Hope Organ/Tissue Network	630-758-2600
Nationwide Chaplain Services	847-890-5003
Compassionate Friends (Local) (For parents who have lost children)	630-779-7756
Lights of Hope (For those impacted by overdose deaths)	630-553-4200
Survivors of Suicide (Resources for those impacted by suicide)	630-482-9699
Kendall County Health Department (Grief Counseling Services)	630-553-9100
Veteran's Assistance Commission	630-553-8355

The following is a list of funeral homes, direct cremation and donation services in our general area. The Kendall County Coroner does not recommend one funeral home, cremation or donation service over another.

Direct Cremation Services

Cremation Society of Illinois	800-622-8358
Illinois Cremation Centers	877-368-7005
Simplicity Funeral & Cremation Care	630-445-1439
DuPage Cremations, Ltd.	630-293-5200

Direct Body Donation Services

Science Care	800-417-3747
Anatomical Gift Association	312-733-5283

Local Funeral Homes

Aurora	
Daleiden Mortuary	630-631-5500
Healy Chapel	630-897-9291
James Funeral Service	630-851-6503
Montgomery	
Dieterle Memorial Home	630-897-1196
Newark	
Gabel-Dunn Funeral Home	815-695-5131
Oswego	
Dunn Family Funeral Home	630-554-8484
Plano	
Larson-Nelson Funeral Home	630-552-7211
Turner-Eighner Funeral Home	630-552-3022
Sandwich	
Beverage Funeral Home	815-786-6715
Nelson Funeral Home	815-786-6461
Burkhart-Eighner Funeral Home	815-786-2165
Yorkville	
Larson-Nelson Funeral Home	630-553-7611

**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 _____, a non-profit 501(c) organization in good standing (“Grantee”). For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, earlier this year, 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 “Final Rule”) and issued Frequently Asked Questions (“FAQs”) clarifying the Final Rule; and

WHEREAS, pursuant to the 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 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 Final Rule permits the County to use its Recovery Funds to provide assistance to non-profits to mitigate financial hardship such as declines in revenue resulting from the pandemic; and

WHEREAS, the County finds that the pandemic has caused financial hardship for Grantee and Grantee's use of a portion of the County's Recovery Funds would assist Grantee in mitigating that hardship; 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 financial hardship faced by Grantee as a result of the pandemic:

- a. DESCRIPTION OF USE #1 FOR MONEY.
- b. DESCRIPTION OF USE #2 FOR MONEY

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):
 - i. DESCRIPTION OF USE #1 FOR MONEY.
 - ii. DESCRIPTION OF USE #2 FOR MONEY, IF APPLICABLE.

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 DATE SIX MONTHS AFTER APPROVAL.

3. Grantee’s Obligations

- a. Grantee understands and agrees it shall use the Grant funds only for the following limited purpose(s):
 - i. DESCRIPTION OF USE #1 FOR MONEY.
 - ii. DESCRIPTION OF USE #2 FOR MONEY (IF APPLICABLE).
- b. Grantee must spend all Grant funds within the following time period: DATE BOARD APPROVES AGREEMENT through DATE IN 2(b) ABOVE (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 its status as a nonprofit in good standing. In the event Grantee loses its good standing or tax-exempt status, 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 organization will continue to operate and serve the residents of Kendall County for the duration of the allowable spending period. If the Grantee's organization ceases to operate and serve the residents of 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 pandemic.
- i. Grantee agrees to comply with ARPA, the 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 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, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws 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 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 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 no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

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 duty 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: _____

Non-Profit Grant Round 2

ARPA Policy and Procedures for Survey Monkey Applications:

Policy

- 1.1. In order to address the financial hardships of Non-Profits serving the residents of Kendall County, Kendall County has created a grant program funded from the American Rescue Plan Act of 2021. This financial assistance is for Non-Profits who have experienced a loss of revenue as a result of the COVID-19 pandemic. If the Non-Profit experienced a loss of revenue from 2019 to 2020 as a result of the pandemic, the grant request will be the lost revenue from 2019 to 2020, capped at 25% of 2019 revenue or \$25,000, whichever is lower. Eligible applicants may fill out an application via <https://kendallcounty.smapply.io/>.
- 1.2. Eligibility:
 - 1.2.1. Must be a non-profit in good standing
 - 1.2.1.1. Must be a 501c3, 501c6 (only to support ARPA-eligible uses that align with the 501c6's overall purpose), or 501c19
 - 1.2.2. Must Operate before January 1st, 2021 and file a version of Form 990 with the IRS in 2019 and 2020 or provide 3rd party audited financial statements for 2019 and 2020
 - 1.2.3. Must serve residents of Kendall County
 - 1.2.4. Must be located in Kendall County
 - 1.2.5. Must not have received prior ARPA funds from Kendall County
 - 1.2.6. Must be currently open and operating
 - 1.2.7. Must, at all times through the term of the grant agreement, possess any required licenses for its operations and be legally authorized to conduct business in Illinois and in Kendall County
 - 1.2.8. Cannot seek a grant for expenses that have been, or will be, reimbursed through another assistance program
 - 1.2.9. In order to ensure compliance with the Public Officer Prohibited Activities Act (50 ILCS 105/3) and 2 CFR 200.318(c), no Kendall County elected or appointed office-holder may have a direct or indirect financial interest in the Non-Profit and no Kendall County employee, officer, or agent may participate in the selection, award, or administration of a grant if they have a real or apparent conflict of interest unless the interest complies with 50 ILCS 105/3, 2 CFR 200.318(c), or other applicable state or federal law.

Procedure

1. Grantee fill out Non-Profit Grant Program Application on Survey Monkey
 - a. Provides the following information:
 - Organization information

Non-Profit Grant Round 2

1. Name, EIN, In Care of Name, Address, City, State, Zip, Phone Number, Website, Social Media, Date Opened, People Employed by organization, any furlough of employees, any point cease to operate?
2. Have locations outside Kendall County?
 - Provide documentation the non-profit serve residents of Kendall County
 - Description of organization presence
 - Receive funds from Kendall County, other municipality or other government
 - How they were affected during the pandemic
 - 2019 and 2020 Form 990s or audited financial statements
 - If they did not file a 990 reason why
 - Amount of grant request
2. Staff Review Verifies:
 - Organization is a valid non-profit serves residents of Kendall County
 - Application is fully filled out
 - 2019 and 2020 revenue and expense numbers match
 - Grant request is capped at 25% of 2019 revenue or \$25,000, whichever is lower.
 - Proper use of funds can be spent via ARPA funds
 - They are in good standing with IRS and filed their returns to the IRS/ or have the proper information from the 3rd party auditors
3. Staff Options:
 - a. Denied
 - b. Additional Questions- staff will fill out what other information is needed from grantee and have them input/correct ARPA Non-Profit Grant Program
 - c. Approve- meets all qualifications will be sent to Committee, prepares application and summary report
 - i. Staff will fill out the contract for each application
 - ii. Emails account payable to get vendor inputted
 - iii. Fills out master excel spreadsheet
 - iv. Prepare the necessary ARPA Application External Document for the Treasurer's Office to input check
 - v. Send grant agreements to States Attorney's office for review
 1. They will either approve or come back with changes on these accounts. Staff calls the applicant and gets corrected grant agreement
 - vi. Day before each committee staff provides each board report for any that passed staff, the two summary page and a running total page

*All three responses will generate an email sent back to the applicant

Non-Profit Grant Round 2

4. Committee will review the Non-Profit Grant Program Application
 - a. Denied
 - b. Additional Questions- Non-Profit Grant Program Application will be sent back to staff review
 - Staff will email grantee for more information
 - c. Approve – will be sent on to County Board for final approval
 - Send County Clerk verbiage and 3 copies of each grant agreement for County Board Meeting the following day
5. County Board receives applications approved from Committee Review
 - a. Denied
 - b. Additional Questions- will get sent back to staff review repeats steps 3&4
 - c. Approves
 - Head Chairman signs the contract, gives contract to County Clerk, County Clerk gives documentation to administration
6. Administration Department
 - a. Day after sends the required external documentation to Treasurer to input the invoice
7. Treasurer Office
 - a. Enters information into Tyler Munis day after board approves notifies Administration Department the invoices have been entered
8. Administration Department
 - a. Approves of the invoices
9. Accounts Payable
 - a. Cuts check the following Wednesday after the County Board, and notifies Administration Department check is ready
10. Administration Department
 - a. Gathers check and necessary documentation
 - b. Emails resident they were approved and the check is ready to be picked up
11. Resident and staff meet they sign the contract *there is a separate document for this information*
 - a. Grantee signs contract
 - b. Administration once contract is signed makes a copy, then gives copy to grantee
 - c. Gives check to grantee
12. Administration
 - a. Gathers all documentation scans into folder and files
 - 3 months the non-profit gives information
 - After 6 months gathers documentation on how the Non-Profit spent the ARPA grant money. Adds documentation to the current scans and adds to files



COUNTY OF KENDALL, ILLINOIS

SCOTT R. GRYDER
COUNTY BOARD CHAIRMAN
COUNTY BOARD MEMBER ● 2nd DISTRICT

KENDALL COUNTY OFFICE BUILDING
111 WEST FOX STREET, SUITE 316
YORKVILLE, ILLINOIS 60560
630.553.4171

May 12, 2022

Mack & Associates, P.C.
Certified Public Accountants
116 E. Washington Street, Suite One
Morris, Illinois 60450

This representation letter is provided in connection with your audit of the financial statements of the County of Kendall, Illinois, which comprise the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information as of November 30, 2021, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of May 12, 2022, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 23, 2021, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit.

- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of County Board and its Committees or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the County and involves—
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the County's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 18) We have disclosed to you the names of the County's related parties and all the related party relationships and transactions, including any side agreements.

Government-specific

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that you have reported to us.
- 21) We have a process to track the status of audit findings and recommendations.
- 22) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 23) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 24) The County has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 25) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.

- 26) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 27) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 28) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 29) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 30) As part of your audit, you assisted with preparation of the financial statements and related notes and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
- 31) The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 32) The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 33) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 34) The financial statements properly classify all funds and activities in accordance with [GASB No. 34](#) and [GASB No. 84](#), as amended.
- 35) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 36) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 37) Investments are properly valued.
- 38) Provisions for uncollectible receivables have been properly identified and recorded.
- 39) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 40) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 41) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 42) Deposits and investment securities are properly classified as to risk and are properly disclosed.
- 43) Capital assets, including infrastructure, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 44) We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

- 45) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 46) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 47) With respect to the combining and individual fund financial statements (Other Information):
- a) We acknowledge our responsibility for presenting the Other Information in accordance with accounting principles generally accepted in the United States of America, and we believe the Other Information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the Other Information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the Other Information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 48) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
 - b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related notes in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
 - c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
 - d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
 - e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
 - f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
 - g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.

- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- u) We have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.
- v) We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w) We have charged costs to federal awards in accordance with applicable cost principles.
- x) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

- y) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- z) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- aa) We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
- bb) We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Signature: _____ Date: May 12, 2022

Title: **County Board Chairman**

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

THIS AGREEMENT (“Agreement”) is made and entered into on this 2nd day of November, 2021 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Yorkville Educational Foundation, a non-profit 501(c)3 organization in good standing (“Grantee”). For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, earlier this year, 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 and non-profits 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:

	Funds Incurred	Explain Use of Funds
Payroll \$	-	N/A
Benefits \$	-	N/A
Mortgage/Rent \$	-	N/A
Utilities \$	-	N/A
Social Distancing \$	-	N/A
Enhanced Cleaning Efforts \$	-	N/A
Barriers or Partitions \$	-	N/A
COVID-19 Vaccination \$	-	N/A
COVID-19 Testing \$	-	N/A
Physical Plant Changes \$	-	N/A
Contact Tracing Programs \$	-	N/A
Technical Assistance \$	-	N/A
Counseling \$	11,416.00	N/A
Other \$	-	N/A

Further detail on how funds will be used:

The form is populating with an error for 2020 funding. We would like to humbly request the \$11416 for the funding. We would use these funds to support the social and emotional well being of students and staff at Yorkville District 115. For most students educators staff and school administrators COVID-19 raises concerns related to danger safety and the need for protection. For some this danger is added to preexisting trauma adversity and disparities. For others the pandemic brings new grief loss and trauma which may include increased risk for violence and abuse in the home. Many students will experience secondary adversities related to their isolation economic hardship and unmet basic needs. The grant money will be used to strengthen self awareness and well-being and empowering families to reinforce the importance of learning and showing up to school. Some funding opportunities: Social-emotional learning programs that can be implemented districtwide like the orange frog happiness advantage or Social-emotional trainers and speakers who can visit schools and staff institute days to provide cutting edge training and resources for teachers social workers nurses etc. \$11406 total

My organization will expend the grant funds on costs incurred in the 6 months following receipt of grant funds.

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 Eleven Thousand Four Hundred Sixteen Dollars and Zero Cents (\$11,416.00) to be used by Grantee for the following purpose(s):

	Funds Incurred		Explain Use of Funds
Payroll	\$	-	N/A
Benefits	\$	-	N/A
Mortgage/Rent	\$	-	N/A
Utilities	\$	-	N/A
Social Distancing	\$	-	N/A
Enhanced Cleaning Efforts	\$	-	N/A
Barriers or Partitions	\$	-	N/A
COVID-19 Vaccination	\$	-	N/A
COVID-19 Testing	\$	-	N/A
Physical Plant Changes	\$	-	N/A
Contact Tracing Programs	\$	-	N/A
Technical Assistance	\$	-	N/A
Counseling	\$	11,416.00	N/A
Other	\$	-	N/A

Further detail on how funds will be used:

The form is populating with an error for 2020 funding. We would like to humbly request the \$11416 for the funding. We would use these funds to support the social and emotional well being of students and staff at Yorkville District 115. For most students educators staff and school administrators COVID-19 raises concerns related to danger safety and the need for protection. For some this danger is added to preexisting trauma adversity and disparities. For others the pandemic brings new grief loss and trauma which may include increased risk for violence and abuse in the home. Many students will experience secondary adversities related to their isolation economic hardship and unmet basic needs. The grant money will be used to strengthen self awareness and well-being and empowering families to reinforce the importance of learning and showing up to school. Some funding opportunities: Social-emotional learning programs that can be implemented districtwide like the orange frog happiness advantage or Social-emotional trainers and speakers who can visit schools and staff institute days to provide cutting edge training and resources for teachers social workers nurses etc. \$11406 total

My organization will expend the grant funds on costs incurred in the 6 months following receipt of grant funds.

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 “Yorkville Educational Foundation” as soon as possible but no later than May 5th, 2022.

3. Grantee’s Obligations

- a. Grantee understands and agrees it shall use the Grant funds only for the following limited purpose(s):

	Funds Incurred		Explain Use of Funds
Payroll	\$	-	N/A
Benefits	\$	-	N/A
Mortgage/Rent	\$	-	N/A
Utilities	\$	-	N/A
Social Distancing	\$	-	N/A
Enhanced Cleaning Efforts	\$	-	N/A
Barriers or Partitions	\$	-	N/A
COVID-19 Vaccination	\$	-	N/A
COVID-19 Testing	\$	-	N/A
Physical Plant Changes	\$	-	N/A
Contact Tracing Programs	\$	-	N/A
Technical Assistance	\$	-	N/A
Counseling	\$	11,416.00	N/A
Other	\$	-	N/A

Further detail on how funds will be used:

The form is populating with an error for 2020 funding. We would like to humbly request the \$11416 for the funding. We would use these funds to support the social and emotional well being of students and staff at Yorkville District 115. For most students educators staff and school administrators COVID-19 raises concerns related to danger safety and the need for protection. For some this danger is added to preexisting trauma adversity and disparities. For others the pandemic brings new grief loss and trauma which may include increased risk for violence and abuse in the home. Many students will experience secondary adversities related to their isolation economic hardship and unmet basic needs. The grant money will be used to strengthen self awareness and well-being and empowering families to reinforce the importance of learning and showing up to school. Some funding opportunities: Social-emotional learning programs that can be implemented districtwide like the orange frog happiness advantage or Social-emotional trainers and speakers who can visit schools and staff institute days to provide cutting edge training and resources for teachers social workers nurses etc. \$11406 total

My organization will expend the grant funds on costs incurred in the 6 months following receipt of grant funds.

- b. Grantee must spend all Grant funds within the following time period: November 5th, 2021 through May 5th, 2022 (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 its status as a nonprofit in good standing. In the event Grantee loses its good standing or tax-exempt status, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee.
- f. 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.
- g. 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.
- h. 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.
- i. 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 the 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.
- j. 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.
- k. 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.

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:
Alicia Lingane
602 Center Parkway
Yorkville, IL 60560

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 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.

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. 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.

14. Termination

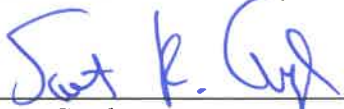
This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall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

15. 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.

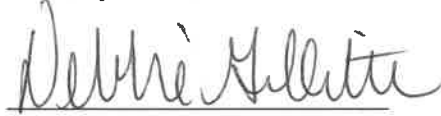
KENDALL COUNTY, ILLINOIS



Scott Gryder
Kendall County Board Chair

Yorkville Educational Foundation


NAME
JOB TITLE

Attest: 

Debbie Gillette
Kendall County Clerk

Attest: 

Date: 11/2/21

Date: November 10, 2021



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: May 9, 2022

Amount: N/A

Budget: N/A

Issue: Petition 22-09 Request from the Kendall County Regional Planning Commission for Amendments to the Future Land Use Map in the Kendall County Land Resource Management Plan by Reclassifying the Properties Located North and Southwest of 12565 Fox Road (PINs: 04-02-400-002, 04-02-400-003, and 04-01-301-005 (South of the Railroad Tracks Only)) in Fox Township from Rural Residential to Mixed Use Business

Background and Discussion:

The Petitioners would like to reclassify the subject properties in order further economic development in the area created by the opening of the Eldamain Road bridge and other road projects in the area.

Letters to impacted property owners were mailed in mid-December 2021, mid-February 2022, and mid-March 2022. To date, the property owners have been neutral on the request.

No members of the public testified at the Regional Planning Commission public hearing regarding the proposal and no members of the spoke at the Zoning Board of Appeals meeting on the proposal.

The record for the Petition can be found here,
<https://www.kendallcountyil.gov/home/showpublisheddocument/23486/637867506941050818>

The draft resolution is attached.

Committee Action:

ZPAC-Approval (6-0-4), RPC-Approval (7-0-2), ZBA-Approval (6-0-1), Village of Millbrook-No Comments, United City of Yorkville-No Comments, Fox Township-No Comments, PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: May 10, 2022

RESOLUTION NUMBER 2022-_____

A RESOLUTION ADOPTING AN AMENDMENT TO THE KENDALL COUNTY LAND RESOURCE MANAGEMENT PLAN TO UPDATE THE FUTURE LAND USE PLAN BY RECLASSIFYING THE PROPERTIES LOCATED NORTH AND SOUTHWEST OF 12565 FOX ROAD AND IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 04-02-400-002, 04-02-400-003, AND 04-01-301-005 (SOUTH OF THE RAILROAD TRACKS ONLY) IN FOX TOWNSHIP FROM RURAL RESIDENTIAL TO MIXED USE BUSINESS

WHEREAS, 50 ILCS 805 allows Counties to create and adopt Land Resource Management Plans; and

WHEREAS, 55 ILCS 5/5-14001 through 5-14008 specifies how a County may adopt and amend Official Plans; and

WHEREAS, Kendall County adopted a Land Resource Management Plan in March 1994; and

WHEREAS, the Kendall County Board has amended the Land Resource Management Plan on several occasions since its adoption in March 1994; and

WHEREAS, the Kendall County Land Resource Management Plan has adopted official Future Land Use Maps for each township and for the County as a whole; and

WHEREAS, the properties which are the subject of this Resolution has been, at all relevant times, and remains currently classified as Rural Residential on the Future Land Use Map and are identified by Parcel Identification Numbers 04-02-400-002, 04-02-400-003, and 04-01-301-005 (south of the railroad tracks only) in Fox Township. The area proposed for reclassification is designated in dashed purple lines on the map attached hereto as Exhibit A and incorporated by reference, and these properties shall hereinafter be referred to as “the subject properties”; and

WHEREAS, the subject properties are currently owned by the Richard A. Brummel Declaration of Living Trust and Frederick Brummel Living Trust; and

WHEREAS, the Kendall County Regional Planning Commission, hereinafter be referred to as “the Petitioner”, recognizes that the opening of the Eldamain Road Bridge will increase opportunities for non-residential development in certain areas of unincorporated Kendall County, thus diversifying the tax base and employment opportunities within Kendall County; and

WHEREAS, on or about March 23, 2022, the Petitioner filed a petition to reclassify the subject property from Rural Residential to Mixed Use Business in order to giving the owners of the subject properties the ability to rezone the subject properties from A-1 Agricultural District to one of the Manufacturing zoning classifications at some point in the future; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on March 31, 2022, the Kendall County Regional Planning Commission conducted a public hearing on April 27, 2022, at 7:00 p.m., in the Kendall County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested amendment and zero members of the public testified in favor, or in opposition, or asked questions regarding the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Regional Planning

Commission has recommended approval of the proposed amendment; and

WHEREAS, the Kendall County Zoning Board of Appeals met on May 2, 2022, at 7:00 p.m., in the Kendall County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the amendment and zero members of the public expressed support, opposition, or asked questions regarding the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the proposed amendment; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and meeting, and has forwarded to the Kendall County Board a recommendation of approval of the proposed amendment; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee, the recommendation of the Kendall County Zoning Board of Appeals, the record of the public hearing conducted by the Kendall County Regional Planning Commission, the recommendation of the Kendall County Regional Planning Commission, and has determined that said proposed amendment to the Kendall County Land Resource Management Plan is necessary and in the best interests of Kendall County; and

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

1. The Recommendations of the Kendall County Regional Planning Commission and Kendall County Zoning Board of Appeals attached hereto as Exhibits B and C respectively are hereby accepted.
2. The Kendall County Board hereby grants approval of Petitioner's petition for an amendment to the Future Land Use Plan contained in the Kendall County Land Resource Management Plan by reclassifying the subject properties as Mixed Use Business.
3. Any text or maps contained in the Kendall County Land Resource Management Plan in conflict with this resolution are hereby amended to match the reclassification of the subject properties approved by this resolution.

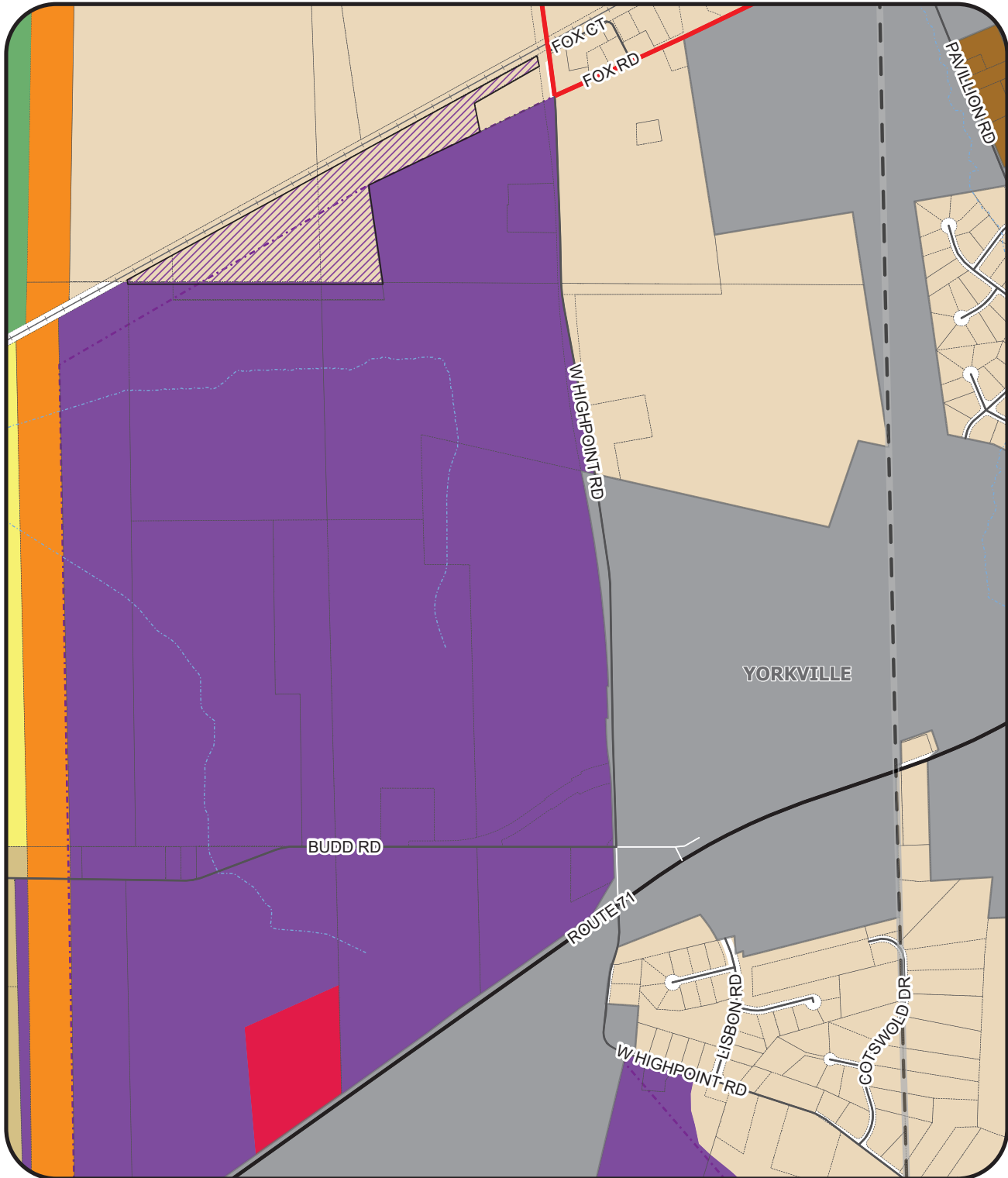
IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 17th day of May, 2022.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Proposed Future Land Use Plan



LAND USE TYPE
 URBAN AREAS - INCORPORATED

SUBURBAN RESIDENTIAL - MAX DENSITY 1.00 DU ACRES

RURAL RESIDENTIAL MAX DENSITY 0.65 DU ACRES

RURAL ESTATE RESEIDENTIAL MAX DENSITY 0.45 DU ACRE

COUNTRYSIDE RESIDENTIAL MAX DENSITY 0.33 DU ACRE

COMMERCIAL

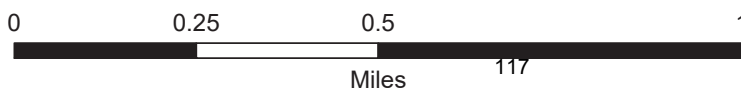
MIXED USE BUSINESS

COMMONWEALTH EDISON

PROPOSED ROADWAY IMPROVEMENTS

TOWNSHIPS

PROPOSED MIXED USE BUSINESS



Kendall County GIS

111 West Fox Street - Room 308
 Yorkville, Illinois 60560
 630.553.4212

Created: 12/27/2021

Exhibit B

The Kendall County Regional Planning Commission held a public hearing on the Petition on April 27, 2022. Zero (0) members of the public testified in favor or in opposition to the request. On the same date, the Commission issued the following recommendation by a vote of five (7) in favor and zero (0) in opposition. Commissioners Stewart and Wilson were absent.

RECOMMENDATION

Approval

Exhibit C

The Kendall County Zoning Board of Appeals held a public meeting on the Petition 22-09 on May 2, 2022. Zero members of the public spoke in favor or in opposition to the request. On the same date, the Board issued the following recommendation by a vote of six (6) in favor and zero (0) in opposition. Member Mohr was absent.

RECOMMENDATION

Approval



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: May 9, 2022

Amount: N/A

Budget: N/A

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

Background and Discussion:

The intergovernmental agreement between Kendall County and the Village of Plattville expires in July.

Other than the change of dates, the proposal is the same as previous years.

Three (3) permits were issued in Plattville in 2021 and zero (0) investigations occurred in Plattville in 2021.

The proposed narrative portion of the agreement is attached. Other than the dates, no changes to agreement are proposed.

To date, Plattville has not reviewed the proposal.

The draft agreement is attached.

Committee Action:

PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: May 10, 2022

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

THIS AGREEMENT, made this day ___ of July, 2022 by and between the VILLAGE OF PLATTVILLE, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic; WITNESSETH:

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

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

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

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

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

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

WHEREAS, the parties desire to continue that relationship.

NOW, THEREFORE, it is hereby agreed as follows:

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

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

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

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

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

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

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

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

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

10) This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

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

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

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

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

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

Kendall County Administrator
111 West Fox Street
Yorkville, Illinois 60560

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

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

VILLAGE OF PLATTVILLE

COUNTY OF KENDALL

BY: _____
Village President

BY: _____
Chairman of Kendall County Board

ATTEST: _____
Village Clerk

ATTEST: _____
Kendall County Clerk

Exhibit A

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

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

1. Pre-Application Meeting:

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

2. Filing of an Application:

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

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

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

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

Exhibit A

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

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

Exhibit A

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

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

Exhibit A

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

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

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

Exhibit A

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

Exhibit A

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

5. Review and Processing of Zoning Variance:

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

Exhibit A

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

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



**COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT COMMITTEE
Revolving Loan Fund**

Applicant: Camp Mutty Paws

Loan Amount: \$54,100

Loan Terms: 7-Years; 3.5% APR

Economic Development
Committee Approval: March 25, 2022

County Board Approval: May 17, 2022

COUNTY OF KENDALL, ILLINOIS
PROCLAMATION 22- _____

DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the County of Kendall to honor and remember all victims and survivors of gun violence and to declare that we as a County must do more to reduce gun violence.

WHEREAS, every day, more than 110 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are nearly 16,000 gun homicides every year; and

WHEREAS, in the last five years, Kendall County has had 24 gun deaths, 21 of which were suicide; and

WHEREAS, cities and counties across the nation, including in Kendall County, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety is one of Kendall County's highest responsibilities; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with precarious histories; and

WHEREAS, Kendall County's Elected Officials and law enforcement officers know their communities best, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than two years of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, by wearing orange on June 3, 2022 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe;

NOW, THEREFORE BE IT RESOLVED that the County of Kendall declares Friday, June 3, 2022, to be National Gun Violence Awareness Day. We encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence.

Approved this 17th Day of May, 2022

Attest:

Scott R. Gryder
County Board Chair

Debbie Gillette
County Clerk and Recorder