



COUNTY OF KENDALL, ILLINOIS
FINANCE AND BUDGET
Kendall County Office Building, 111 W. Fox Street
County Board Rm 210; Yorkville
Thursday, May 25, 2023 at 4:00 p.m.
MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call:** Scott Gengler (Chairman), Brian DeBolt, Matt Kellogg, Seth Wormley, Jason Peterson
- 3. *MOTION (VV) Approval of Agenda**
- 4. *MOTION (RC) Approval of Claims**
- 5. Committee Reports and Updates**
 - a. Personnel Reports**
- 6. New Committee Business**
 - A. ***PRESENTATION** Patrons Launching Arts in Yorkville (PLAY) for ARPA funding to build an Amphitheater on the Yorkville Riverfront
 - B. ***MOTION (to COB)** Approval of amended agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211
 - C. ***MOTION (VV)** Discussion and Approval of FY24 Budget Calendar
 - D. Discussion of FY24 Budget Parameters
 - E. Discussion of PCB Settlement Check
 - F. Discussion ARPA FY23-FY24
 - a. Kendall County Connect
 - b. City of Plano
 - c. Horse Association
- 7. Old Committee Business**
- 8. Public Comment**
- 9. Executive Session**
- 10. Items for Committee of the Whole**
- 11. Action Items for County Board**
- 12. Adjournment**

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

Treasurer's Employee Status Report as of 5/19/2023

Perko

Name	Date	Job Title / Reason for Pay Change	Pay Rate	Budget Charged	GL Org
New Hires:					
Jennifer Peacock	4/3/2023	Adult Supervisor	\$62,926.2 plus \$125/ month On Call Stipend	Probation Gen Fund	11001618
Nancy Orstead	4/3/2023	Deputy Clerk Criminal Traffic	\$28,000.00	Circuit Clerk Gen Fund	11000314
Tanya Johnson	4/10/2023	Deputy Clerk Juvenile Family	\$28,000.00	Circuit Clerk Gen Fund	11000314
Yamilette Almaraz	4/10/2023	Deputy Clerk Juvenile Family	\$28,000.00	Circuit Clerk Gen Fund	11000314
Noah Douglas	4/23/2023	ICE Intern	\$14.00/ Hour	Circuit Clerk Gen Fund	11000314
Emmanuel Morales	4/26/2023	Sheriff Patrol Deputy	\$64,771.03	Sheriff General Fund	11002009
Brenda Goodwin	5/1/2023	Deputy Clerk Criminal Traffic	\$28,000.00	Circuit Clerk Gen Fund	11000314
Bonnie Krodel	5/8/2023	Public Health Nurse	\$60,000.00	HHS Fund	120513
Mason Brauer	5/8/2023	Intern	\$15.00	PBZ General Fund	11001902
Alexis Funkhouser	5/10/2023	Intern	\$14.00	Circuit Clerk Gen Fund	11000314
Nolan Allen	5/15/2023	Intern	\$15.00	GIS-Mapping	131712
Adam Borowiak	5/15/2023	Intern	\$15.00	GIS-Mapping	131712
Thomas Kaufman	5/15/2023	Intern	\$15.00	GIS-Mapping	131712
Natalie Balnius	5/15/2023	711 Law Clerk Intern	\$13.00	SAO	11002120
Step Increases:					
Daniel Malkowski	4/1/2023	Lateral Increase	Salary increase from \$77,825.13 to \$94,907.42	Sheriff General Fund	11002009
Brendon Heye	4/1/2023	Lateral Increase	Salary increase from \$81,621.67 to \$85,418.19	Sheriff General Fund	11002009
Tristan Borzick	4/1/2023	Lateral Increase	Salary increase from \$85,418.19 to \$94,907.42	Sheriff General Fund	11002009
Stewart Blouin	4/1/2023	Lateral Increase	Salary increase from \$81,621.67 to \$94,907.42	Sheriff General Fund	11002009
Keith McClain	4/1/2023	Lateral Increase	Salary increase from \$74,677.26 to \$86,284.18	Corrections Gen Fund	11002010
Kim Lombardo	4/6/2023	April Pay Increase Longevity	Salary increase from \$98,038.64 to \$98,350.64	Corrections Gen Fund	11002010
Paul Kubinski	4/6/2023	April Pay Increase Longevity	Salary increase from \$98,963.42 to \$99,275.42	Sheriff General Fund	11002009
Zachary Schmitt	4/6/2023	April Pay Increase Longevity	Salary increase from \$98,963.42 to \$99,275.42	Sheriff General Fund	11002009
Thomas Hagarty	4/7/2023	April Pay Increase Longevity	Salary increase from \$111,356.66 to \$111,668.66	Sheriff General Fund	11002009
John Cady	4/7/2023	April Pay Increase Longevity	Salary increase from \$99,275.42 to \$99,587.42	Sheriff General Fund	11002009
Jason Larson	4/9/2023	April Pay Increase Longevity	Salary increase from \$99,587.42 to \$99,899.42	Sheriff General Fund	11002009
Jonathan Hassler	4/9/2023	April Pay Increase Longevity	Salary increase from \$97,102.64 to \$97,414.64	Corrections Gen Fund	11002010
Michael Moore	4/9/2023	April Pay Increase Longevity	Salary increase from \$97,102.64 to \$97,414.64	Corrections Gen Fund	11002010
Tonya Johnson	4/12/2023	April Pay Increase Longevity	Salary increase from \$49,077.00 to \$49,171.50	Sheriff General Fund	11002009
Joseph Abel	4/14/2023	April Pay Increase Longevity	Salary increase from \$94,918.64 to \$95,230.64	Corrections Gen Fund	11002010
Antonio DeLaCruz	4/24/2023	April Pay Increase Longevity	Salary increase from \$95,542.64 to \$95,854.64	Corrections Gen Fund	11002010
Nancy Velez	5/18/2023	May Pay Increase Longevity	Salary increase from \$109,382.96 to \$109,694.96	Corrections Gen Fund	11002010

Name	Date	Job Title / Reason for Pay Change	Pay Rate	Budget Charged	GL Org
Title / Salary Changes:					
Brad Hanna	4/1/2023	New title KCFM Tech Level II	Salary increase from \$ 54,751.41 to \$65,823.00	Facilities Gen Fund	11001001
Latreese Caldwell	4/10/2023	3000.00 / month temporary stipend for Interim Director	Increase \$3000.00 per month	Admin General Fund	11000530
Morgan Young	4/3/2023	Added Oncall Stipend of \$2,000.00	Salary Increase from \$74,000 to \$76,000	ARPA	17702520
Lacee Spampanato	4/17/2023	Title Change Acctg Clk to Acctg Clk/Grant Specialist	No change in salary	HHS	120513
Robert Patula	4/10/2023	Promotion from Temporary to FT Highway Maint Crew Member	Salary increase from \$27.00 to \$58,240.00	Highway	120207
Justine Dunlap	4/24/2023	Title Change Civil Supvr to Civil Juv. Family Quality Control Ofc	Salary decrease from \$47,000 to \$42,500	Circuit Clerk Gen Fund	11000314
Aaron Flynn-Holbach	5/15/2023	Title Change to Criminal Traffic Quality Control Officer	Salary increase from 28,750.00 to 42,500.00	Circuit Clerk Gen Fund	11000314
Brian Holdiman	5/16/2023	PBZ Reorganization	Hourly increase 33.90 to 39.02	PBZ General Fund	11001902
Matt Asselmeier	5/16/2023	PBZ Reorganization	Salary increase from 77,782.95 to 97,782.95	PBZ General Fund	11001902
5% County Board Approved Increase:					
Dan Polvere	12/1/2023	5% County Board Approved Increase	Salary increase from \$116,725.00 to \$120,750	FCM General Fund	11001001
Matt Asselmeier	12/1/2023	5% County Board Approved Increase	Salary increase from \$76,301.00 to \$77,782.95	PBZ General Fund	11001902
Brian Holdiman	12/1/2023	5% County Board Approved Increase	Hourly rate increase from \$32.28 to \$33.90	PBZ General Fund	11001902
Sandra Kane	12/1/2023	5% County Board Approved Increase	Salary increase from \$44,768 to \$45,637.20	Judicial General Fund	11001516
Susan Kaltenbach	12/1/2023	5% County Board Approved Increase	Salary increase from \$50,470 to \$51,450	Circuit Clerk Gen Fund	11000314
Alicia McCallum	12/1/2023	5% County Board Approved Increase	Salary increase from \$53,650 to \$54,550	Circuit Clerk Gen Fund	11000314
Lynn Cullick	12/1/2023	5% County Board Approved Increase	Salary increase from \$76,199 to \$77,679	Circuit Clerk Gen Fund	11000314
Michael Bonuchi	12/1/2023	5% County Board Approved Increase	Salary increase from \$75,936.75 to \$77,411.25	EMA General Fund	11000912
Pamela Gegenheimer	12/1/2023	5% County Board Approved Increase	Salary increase from \$23,730 to \$24,190.95	BOR General Fund	11002621
Gary Popp	12/1/2023	5% County Board Approved Increase	Salary increase from \$21,788 to 22,215.90	BOR General Fund	11002621
David Zielke	12/1/2023	5% County Board Approved Increase	Salary increase from \$21,788 to 22,215.90	BOR General Fund	11002621
Bob Jones	12/1/2023	5% County Board Approved Increase	Salary increase from \$99,375 to \$101,299	Treasurer Gen Fund	11000825
Stannette Kraber	12/1/2023	5% County Board Approved Increase	Salary increase from \$62,290 to 63,499	Treasurer Gen Fund	11000825
Amy Dhuse	12/1/2023	5% County Board Approved Increase	Salary increase from \$38,110 to 38,850	Treasurer Gen Fund	11000825
Kelly Krantz	12/1/2023	5% County Board Approved Increase	Salary increase from \$57,680 to 58,800	Treasurer Gen Fund	11000825
Valarie McClain	12/1/2023	5% County Board Approved Increase	Salary increase from \$38,110 to 38,850	Treasurer Gen Fund	11000825
Latreese Caldwell	12/1/2023	5% County Board Approved Increase	Salary increase from \$123,085 to \$125,475	Admin Gen Fund	11000530
Jennifer Breault	12/1/2023	5% County Board Approved Increase	Hourly rate increase from \$43.31 to \$44.26	ARPA	177025
Ryan Shain	12/1/2023	5% County Board Approved Increase	Salary increase from \$90,640 to \$92,400	Lost Revenue Fund	177125
Gina Hauge	12/1/2023	5% County Board Approved Increase	Salary increase from \$93,988 to \$95,812.50	Technology Gen Fund	11002233
Andy Nguyen	12/1/2023	5% County Board Approved Increase	Salary increase from \$49,576 to \$50,538.60	Technology Gen Fund	11002233
Nathan Mixa	12/1/2023	5% County Board Approved Increase	Salary increase from \$44,290 to 45,150	Technology Gen Fund	11002233
Kristofor Simon	12/1/2023	5% County Board Approved Increase	Salary increase from \$64,375 to 65,625	Technology Gen Fund	11002233
Jason Pickert	12/1/2023	5% County Board Approved Increase	Salary increase from \$64,375 to 65,625	Technology Gen Fund	11002233
Meagan Briganti	12/1/2023	5% County Board Approved Increase	Salary increase from \$94,979 to \$96,600	GIS-Mapping Fund	131712
Andy Nicoletti	12/1/2023	5% County Board Approved Increase	Salary increase from \$97,850 to \$99,807	Assmts Gen Fund	11000222

Name	Date	Job Title / Reason for Pay Change	Pay Rate	Budget Charged	GL Org
Terminations:					
Pat Walker	4/3/2023	Retired	Deputy Treasurer	Treasurer General Fund	11000825
Kiersten Bennett	4/7/2023	Resigned	PT Intern File Room Clerk	Circuit Clerk Gen Fund	11000314
Cynthia Huey	4/7/2023	Resigned	Adult Probation Officer	Probation General Fund	11001618
Richard Pearson	4/10/2023	Retired	Patrol Deputy	Sheriff General Fund	11002009
Joan Bennett	4/11/2023	Resigned	Deputy Circuit Clerk Criminal Traffic	Circuit Clerk Gen Fund	11000314
Matthew Heck	4/18/2023	Resigned	Patrol Deputy	Sheriff General Fund	11002009
Teranae Southall	4/18/2023	Resigned	Intake and Referral Specialist	HHS General Fund	120513
Mark Shlifka	4/24/2023	Resigned	1st Assistant State's Attorney	SAO General Fund	11002120
Jared Anderson	4/28/2023	Resigned	Grounds Maintenance	Forest Preserve	19001138
Larry Lapp	5/1/2023	Resigned	Inspector General	Sheriff General Fund	11002009
Yamilette Almaraz	5/5/2023	Resigned	Deputy Clerk Juvenile Family	Circuit Clerk Gen Fund	11000314
Scott Koepfel	5/5/2023	Resigned	County Administrator	Admin General Fund	11000530
Kayla Cluchey	5/5/2023	Resigned	Telecommunicator	KenCm Operations	910024
Sierra Franklin	5/5/2023	Resigned	PT Intern File Room Clerk	Circuit Clerk Gen Fund	11000314
Duane Maxey	5/10/2023	Resigned	PT Weekend Opener/Closer	Forest Preserve	19001183
Mark Russo	5/12/2023	Resigned	PT Sheriff Deputy	Corrections General Fund	11002010
Douglas Neill	5/17/2023	Resigned	FP Grounds Maintenance	Forest Preserve	19001171
Lisa Fowler	5/19/2023	Resigned	Probation Juvenile Probation Officer	Probation General Fund	11001618
Danielle Hambly	5/19/2023	Resigned	Deputy Clerk Criminal Traffic	Circuit Clerk Gen Fund	11000314

Herko

Memorandum



To: Yorkville Park Board
From: Tim Evans, Director of Parks and Recreation
CC: Scott Sleezer, Supt. of Parks
Date: May 4, 2023
Subject: Riverfront Park Band Shelter & Improvements Proposal – Update

Subject

Riverfront Park Band Shelter & Improvements Proposal – Update

Background

This item was last discussed with the Park Board in 2020. Over the last few years, the State has completed the Riverfront Park Island improvement project and staff continues to make improvements, such as installing a boat launch landing area north of the dam, removing the former Yak Shack building plus assisted a local Boy Scout group in building a gaga ball pit on the east side of the park. The concrete pad where the former Yak Shack facility was located is currently the only item left in the park to complete, where staff had planned to propose installing a small shelter.

In 2020, a group of residents formed a non-profit, Patrons Launching Arts in Yorkville (PLAY) and presented to the Park Board and City Council a proposal for developing a public-private partnership to privately raise thousands of dollars in funds needed to purchase, install then donate a band shelter to the City on the undeveloped concrete pad area or somewhere else in Riverfront Park.

Over the last few months, PLAY has been working with staff on more precise location options and with the Kendall County Board on possible funding options. The updated proposal that was presented to the County Board is attached. The resident group is very flexible with their proposed plan and is looking for direction from the Board, especially concerning the proposed location of the stage.

In addition, staff is proposing that the following improvements to area around the large shelter:

- 1) Replace the walking brick with concrete.
- 2) Remove the 911 call box, since it is not working properly on regular basis and the technology is no longer current.
- 3) Remove the drinking fountain.

The brick walkway around the large shelter has heaved in certain spots and/or sank in others, causing it to hold water around the shelter and making it a hazard for people to walk around the shelter or being unusable at times, especially for special events. Staff will need to remove the brick, raise the elevations and pour new concrete pavement to allow for proper drainage and footing.

This project will be completed into four sections. The first section is on the east side of the main shelter from the flag poles, going to the north, stopping about twelve feet short of the east to west brick walkway. The second section would be the east part of the east/west trail along the river, going past the steps to the walk bridge and turning to meet the asphalt trail. The third section would be the west part of the east/west trail along the river stopping near Ginger and Soul. The fourth section would be on the west side of the main shelter.

The 911 Call Box unit was installed due to the numerous tragedies that had occurred because of the old dam design and in honor of two Yorkville residents who risked their lives in trying to save an individual who went over the dam.. Ove the past 15 plus years, cell phones have become widely used by the public, the dam was redesigned, and technology of the unit has become outdated. Staff also recently discovered that the unit has an internal issue and often does not work properly. Staff has been in communication with the two Yorkville families about removing the box, with the intention of honoring their sons, and all those who passed away due to the old dam design, in a different way, such as a plaque.

The drinking fountain has not been used for years and when it was in use, it was constantly plugged by visitors of the park putting dirt and debris down the fountain drain. There would still be water access available by the two smaller shelters via the Iowa hydrant, for staff to continue to provide water for the City events.

Overall, this is a sizable project and will take some time to complete. Staff will barricade off each section and work on them one-at-a-time. Each section will take weeks to complete. In between sections and construction cycle, staff will add CA-6 (gravel) to transition from the old brick to new concrete. The construction could be an on and off process depending on weather and other maintenance obligations. To clarify, once staff starts a section they will continually to work (weather depending) on the project until it is completed.

Recommendation

Staff is looking for direction from the Board on the proposed Riverfront Park band stage and improvements projects.



Riverfront Bandshell Location

United City of Yorkville, Illinois
May 17, 2023



BANDSHELL at the RIVERFRONT PARK WOODED AREA

1

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

After the 2/30/2023 meeting PLAY met with the city for the final placement site proposal, including the parameters of the project and two possible locations.

Parameters:

- The bandshell will include two stage areas

Location options:

- One that would be closer to the river and play at an angle to both areas
- One that would be in the center play facing both areas

2

OPTION 1

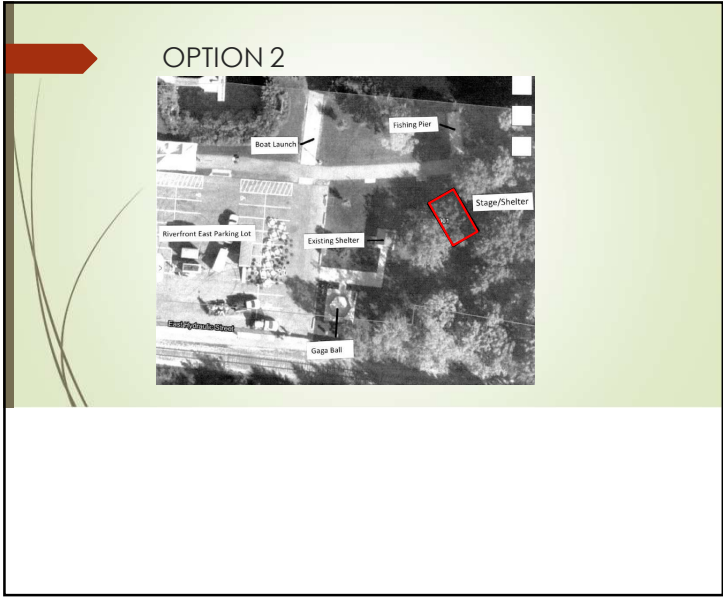
The aerial site plan shows a wooded area with several labeled features. A red box highlights the 'Stage/Shelter' location. Other features include a Boat Launch, Fishing Pier, Riverfront East Parking Lot, Existing Shelter, and Gaga Ball.

3

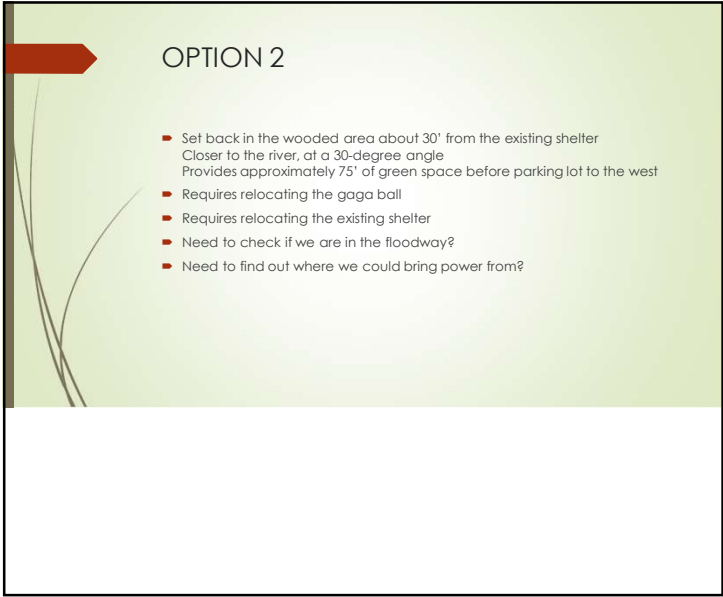
OPTION 1

- Set back in the wooded area about 30' from the existing shelter
Provides approximately 75' of green space before parking lot to the west
- Allows performance in two directions
- Requires relocating the gaga ball
- Possibly relocate the existing shelter
- Need to check if we are in the floodway?
- Need to find out where we could bring power from?

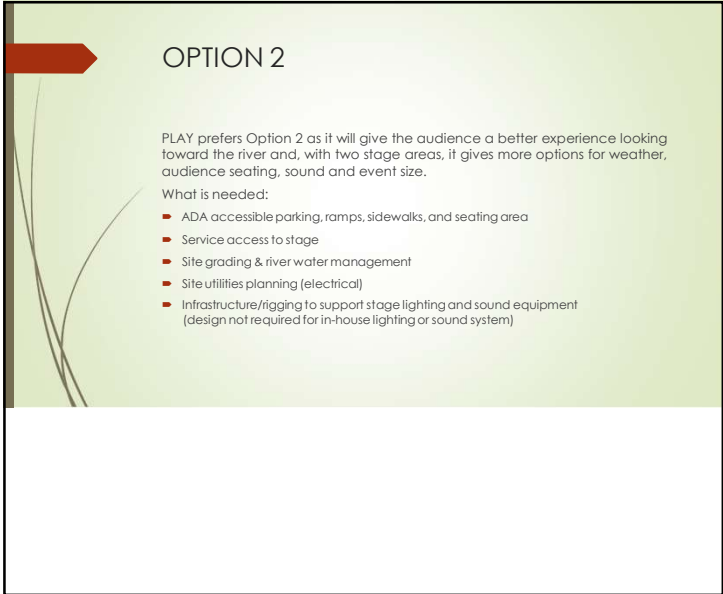
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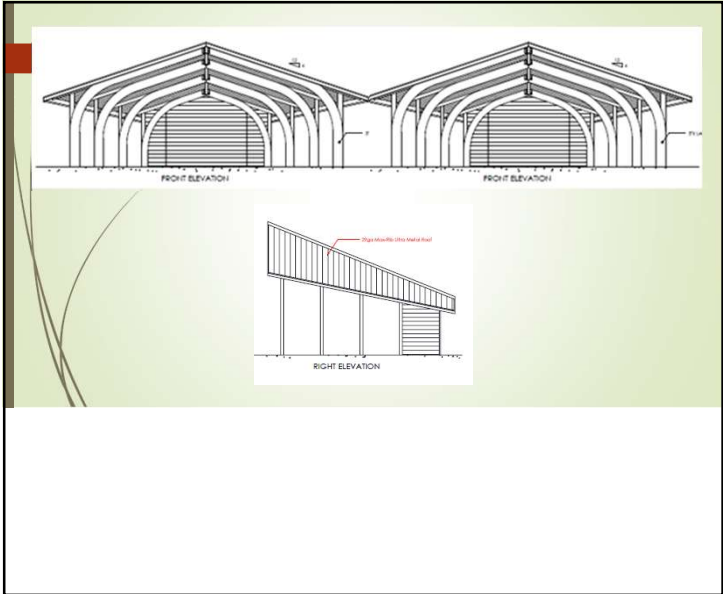
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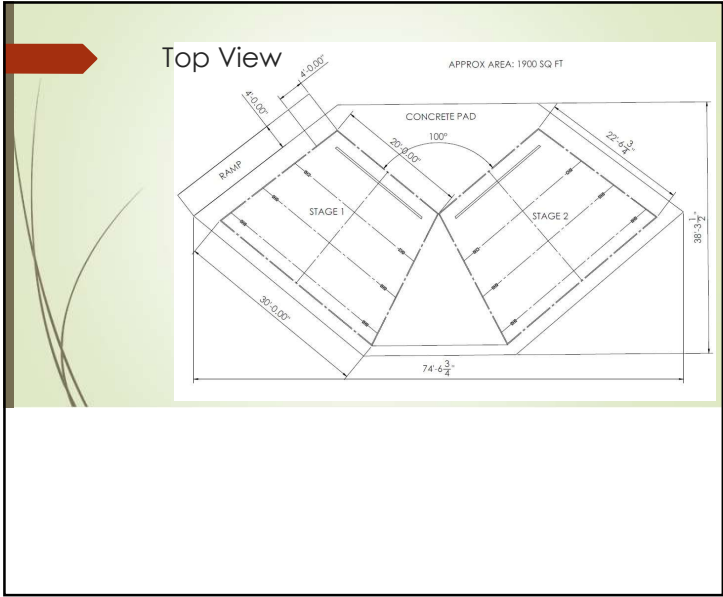
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- ### PROJECT REQUIREMENTS
- Project requirements include the following:
- Requires relocating the gaga ball and the relocating the existing shelter
 - Full electrical to stage area (should meet the needs of regional acts, local bands, and school performing arts)
 - Minimum of 200-amp electrical services to the stage. Possible need for a second service for sound and lighting
 - Ideally a third electrical service for other services (budget-dependent)
 - ADA accessible parking (restriping of existing spaces), ramps to the sidewalks, and hard surface area for wheelchair seating
 - Basic grading, landscaping, and seeding

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- ### WHERE WE ARE & WHAT NEEDS TO BE DONE
- The concept plan will include all the above amenities.
 - Through the public open house, the Committee of the Whole, and the Planning and Zoning Committee, the scope will be narrowed to the final design and development plans.
 - PLAY has been working with Harbor Contractors, Inc. and Manhard Consultants to develop the site plan and final details for the development.
 - PLAY has hired Manhard Consultants to obtain a topographic survey of the site. The survey will indicate property boundaries, tree placements, easements, and underground utilities.
 - PLAY will work with the City and Park District to finalize the site plan and identify phasing opportunities.
 - Once the site is finalized, PLAY will work with Cedar Forest Products and/or ICON Shelters for pre-engineered structures, design, and engineering needs for the scope of work for foundations. Up to four borings will be taken in the location of the stage area to ensure an adequate foundation design for the structure.
 - PLAY will work with Harbor Contractors and Manhard Consultants to achieve all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, and civil and structural engineering as appropriate for the scope of work negotiated.
 - Landscape architecture will be under a separate contract. PLAY may identify and select appropriate sub-consultants; however, the City and Park District will have the right to approve proposed sub-consultants that will be associated with the project.

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- ### PLAY BASE SERVICE SUB-CONSULTANTS
- The anticipated Sub-Consultant & Engineering Team to be engaged and paid by PLAY for the basic A&E services on this project are as follows:
- Geotechnical Analysis – Manhard Consultants, Contact: Ben Seaver
 - Engineering & Assembly – Harbor Contractors, Contact: Pat Harbor
 - Pre-Engineered Shelters – RCP Shelters, Contact: Paul Gozder
 - Pre-Engineered Shelters – Cedar Forest Products, Contact: Dave Boeve
 - Concrete Base, Ramp & Sidewalks – William & Groesch General Contractors, Contact: Frank Williams

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CONSTRUCTION DOCUMENTS & PERMITS

- Based on the City's review and approval of the final design, PLAY will prepare construction documents consisting of drawings and specifications to be used for permits. The documents shall be coordinated with and include work from other consultants hired by PLAY.
- Submit for and obtain permits as required for construction.

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PROCESS CHANGE ORDERS & REQUESTS FOR INFORMATION

- Process Change Orders and Request for Information – PLAY will assist the City and the park district in resolving conflicts, responding to requests for information, preparing and reviewing requests for information and change orders.
- Monitor Construction Progress - PLAY will observe construction progress and report deviations from the schedule that might delay project completion. PLAY will meet with and consult with contractors to develop and implement corrective actions necessary to meet the project schedule.
- Control Construction Quality - PLAY will monitor, observe, and inspect work in progress as appropriate to the stage of construction to ensure the quality of the work and compliance with the contract documents. PLAY will coordinate with the City to document and report deficiencies and make recommendations for corrective actions, including but not limited to review, respond, and document RFI's, ASI's, submittals, and approved changes.

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PROCESS CHANGE ORDERS & REQUESTS FOR INFORMATION (cont'd)

- Project Meetings - PLAY will participate in meetings and, in consultation with the City and applicable parties, conduct meetings as necessary at the job site to discuss job progress, problem resolution, and decision making. PLAY will prepare and distribute accurate meeting minutes in a timely manner.
- Quality Control - PLAY shall keep the City reasonably informed about the progress and quality of the portion of the work completed and report to the City (1) any known deviations from the contract documents and from the most recent construction schedule.

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GOOD STEWARDSHIP, COST MANAGEMENT

We realize that all parties' involvement contributes to a cost-effective built project. PLAY working as a Not for Profit has gotten many offers to donate time and materials to help bring down the cost of the bandshell and area around the shelter. Consistent attention by all parties to cost management and control will result in true economy. We also believe that appropriate action taken during each project phase will determine the project's cost-effectiveness.

- Attitude – Cost control must be part of the mindsets of the parties involved, consultants and contractors.
- Stewardship – The PLAY Team will treat and protect the City's and Park District's financial resources as if they were their own.
- Practicality – The PLAY Team will establish realistic budgets and time limits that balance the desired quality level, financial resources, and include hard and soft costs.
- Fortitude – Should the City's desires begin to exceed the established project budget, it is the PLAY Team's responsibility to make this known and re-establish the necessary balance.

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SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

- Design Development Phase: April - June 2023
- Construction Documents: June - August 2023
- Issue for Building Permit: July - September 2023
- Board Approval of Bids: July - September 2023
- Construction Start: September - October 2023
- Construction Substantially Complete: October - December 2023
- Owner Move-in Complete: April - May 2024

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RECOMMENDED PROJECT CONSTRUCTION BUDGET**

- Basic Structure \$113,310
- Architectural Enhancements \$ 35,000
- Minimal Back / Side Walls \$ 27,000
- Concrete Pad / Stage \$ 96,720.00
- Total Budget (Assigned To Harbour Consultants) \$94,000
- Geotechnical Analysis - Manhard Consultants \$21,000
- Seeding /Grading / Basic Landscaping EST \$19,000
- Site / Utility Infrastructure (to Band Shell, No Sprinkler) \$180*

****Total Construction Budget \$ 407,030**

*Com Ed still out for bid

**** Changes to the current plan and budget may have to be done to achieve overall construction needs.**

18

Paul:
This took a while - they had to draw from scratch since it is so custom.

Here is what we have for costs:
ICON # TR0684275-P6
32" x 96" tapered double gable (6) column design
(untreated) T&G wood sub decking with standing seam metal roof over T&G 6:12 roof pitch
Valley gutter with 3 downspouts
Allowance for 24 electrical cut outs
Anchor bolts, templates and necessary hardware included.
E Coat/ powder coat paint process from standard color offering
Materials \$ 185,150 + Eng \$250 + shipping \$ 1,975 = \$ 187,375

Allow 6 weeks for engineering.
Allow 14 weeks for fabrication after approved drawings with color selections.

Let me know if you have any questions or need any additional information.
Thank you -

Paul Gorder



Parkreation, Inc.
(815) 735-1497
paul@parkreation.com
www.parkreation.com








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PRELIMINARY: NOT FOR CONSTRUCTION



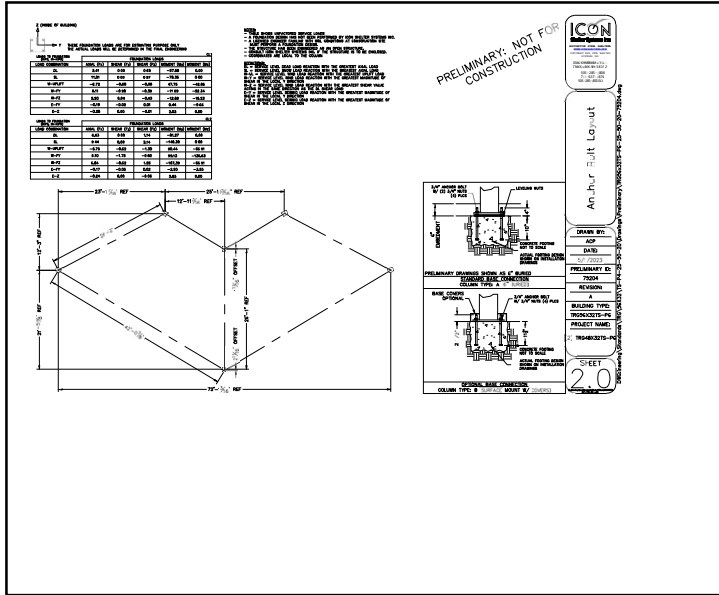
Elevation

DESIGN BY:	ACP
DATE:	5/17/2023
PRELIMINARY ID:	TR06
PROJECT NAME:	TR0684275-P6
PROJECT NUMBER:	TR0684275-P6

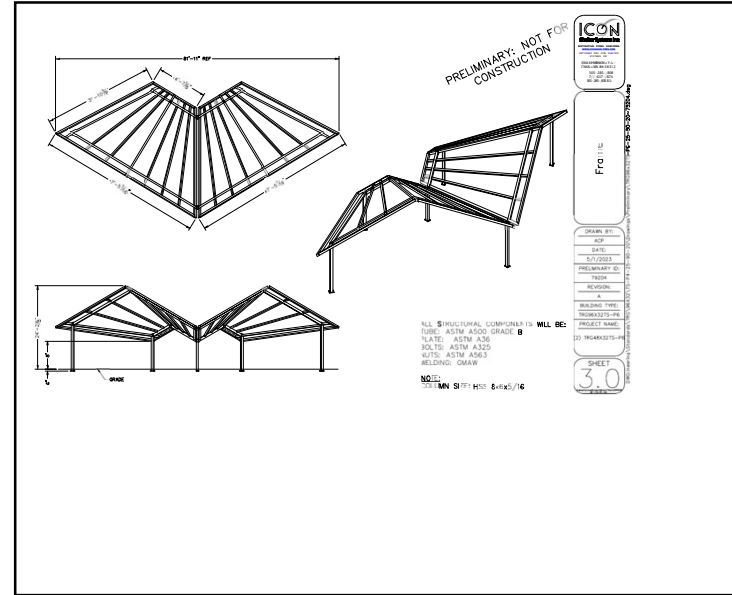
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PROJECT NAME: TR0684275-P6
PROJECT NUMBER: TR0684275-P6

SHEET
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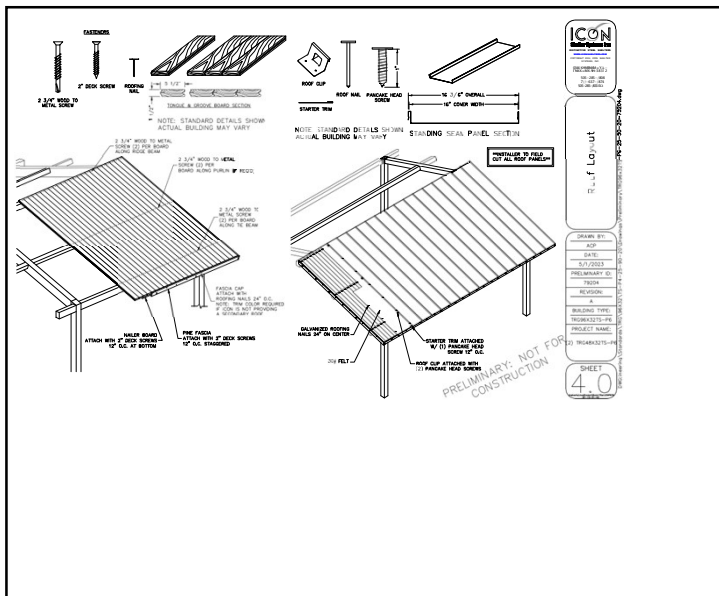
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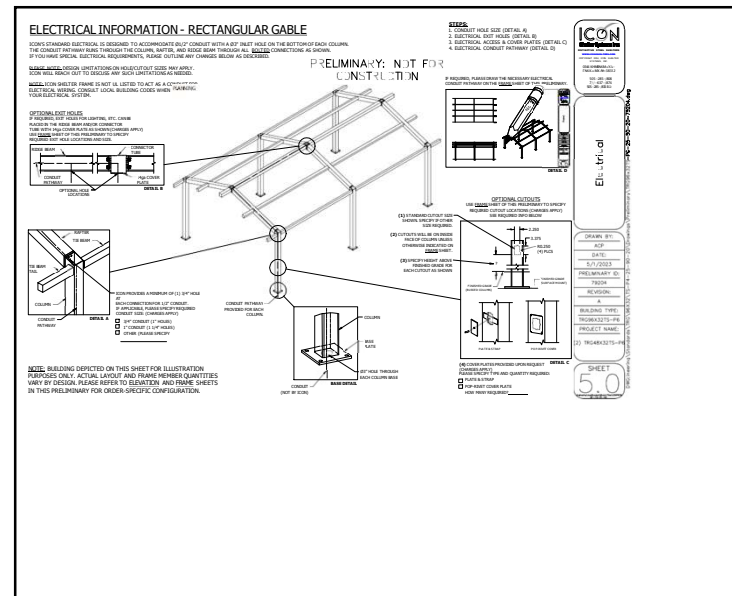
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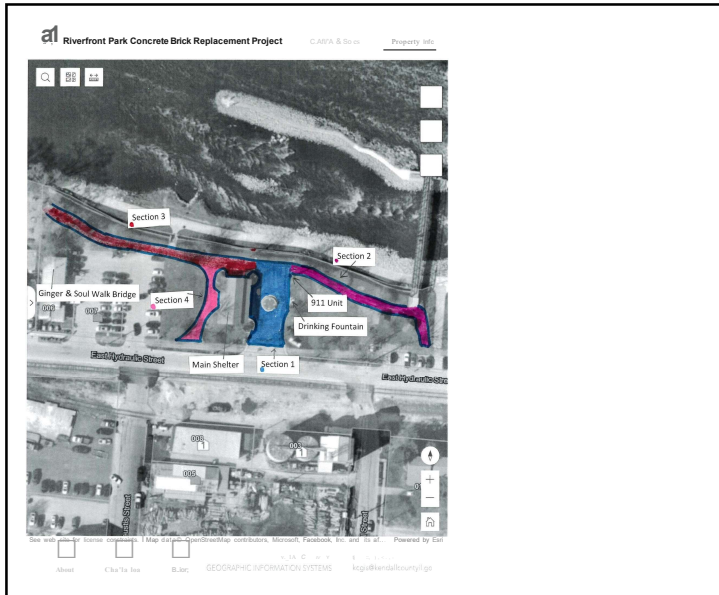
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23



24





Memorandum

To: Kendall County Finance Committee
From: Bart Olson, City Administrator
CC:
Date: May 18, 2023
Subject: Riverfront Park bandshell – ARPA project

Summary

Overview of proposal to build a bandshell/shelter in Riverfront Park.

Background

Paul Mulligan and the PLAY group (Patrons Launching Arts in Yorkville) approached the City in mid-2022 to declare their intent to raise funds for a bandshell/shelter in Riverfront Park in Yorkville. Since then, the PLAY group has been raising funds and securing commitments for their project, including meeting with the City staff to go over potential issues and opportunities.

With the call for ARPA funding grants from Kendall County, the PLAY group felt that the bandshell/shelter concept they were fundraising for would make a good Kendall County ARPA grant project. Subsequently, they submitted an application to the County and have attended one Kendall County Finance Committee meeting. During that Finance Committee meeting, the members had some procedural and logistics questions on the project which we hope are answered within this memo.

The City supports the efforts of the PLAY group and the bandshell project. With that support in mind, we have a number of legal, operational, outreach, and project issues yet to be fully solved but for which updates are provided below.

- 1) PLAY involvement with Yorkville
 - a. PLAY is a non-profit, citizens group seeking to fundraise / organize the installation of a shelter at Riverfront Park in Yorkville. Their current proposal is to get the shelter funded, constructed, and to then turn it over to the City for general use by the public. They have no intent to operate or control the shelter. They are asking for some consideration for free rentals of the shelter going forward, which the City is open to accommodating (we have historically allowed minor preferential or no-cost access to groups who have partnered in public improvements).
- 2) Budget
 - a. The PLAY Group has put together an estimated construction budget of \$407,030 for the purchase of a two-sided bandshell and the installation of said bandshell. Of this estimated budget, they've secured in-kind donations for the

construction/installation work from Harbour Consultants and Manhard Consultants in an amount estimated to be \$115,000. While the City has not yet committed any direct funds to the project, we anticipate that we will provide some in-kind participation for the construction of the facility at minimum.

3) Timing

- a. Both PLAY and the City understand that the construction of the shelter must be completed by the end of 2024. We do not anticipate that deadline to be a problem, but we do not yet have a firm construction timeline. PLAY has put together a tentative project schedule, which will be modified as needed based on the public outreach planned below.

4) Planning and Public Outreach

- a. While the City has held numerous music concerts and festivals in the downtown area in the past several years, we have never had or contemplated a permanent, publicly owned bandshell. While the current bandshell design is similar in size and construction style as the existing rectangular-footprint, gabled roof picnic shelter in the Riverfront Park that we currently run concerts underneath, the creation of a new, permanent bandshell requires a little planning and public outreach:
 - i. The exact placement of the bandshell within the eastern part of the park will require us to think through things like landscaping and environmental impacts to the existing natural area, as well as where attendees would stand, gather, and travel within the park. We will need to have some internal conversations about whether existing park features like the gagaball pit and the parking lot need to be moved or modified in any way. While we don't anticipate any environmental issues in this part of the park, the City had to do a fair amount of environmental remediation where the current playground is located, before that playground could be installed. Finally, we have two outside entities where we may need verbal or formal approval: the railroad will need to review the improvements given proximity to the tracks, and IDNR may have to review the plan given that we've been given grant funds for previous park projects.
 - ii. The exact orientation of the bandshell will need to be discussed with a sound engineer (which the City will hire) to make sure that surrounding residents and businesses are not impacted (or that the impact is appropriately mitigated) by the bandshell. As part of this analysis, we would anticipate that the City would be open to buffering the sound through physical barriers or redirecting it. This analysis is expected to take a few weeks, once we have the go ahead from the County for funding.
 - iii. The operational plan for the facility will need to be discussed internally – how often will concerts be held? How will the City adhere to or waive noise regulations for the facility? How will the City run

security operations at events? These questions are expected to be asked at public meetings.

- iv. After i, ii, and iii above are appropriately discussed internally, we would anticipate that the City will have to do a final presentation to the Park Board, to City Council, and then to the public via a park design meeting in the community. Assuming Kendall County grants the ARPA application in Summer 2023, we'd look to do this meeting in Fall 2023. After this meeting, we expect to tweak the design/layout to accommodate the public feedback.
- v. Assuming all of the above is worked out, PLAY and the City would likely need to draft a donation/use agreement for the project.

Recommendation

The above items will take a few months to execute appropriately. Recognizing that the County wishes to approve ARPA applications as soon as possible, we ask for a contingent grant approval, subject to the City and PLAY's completion of the plan above and execution of the final donation/use agreement. The City is capable of funding any of the project budget from a cash flow basis, and would not need to seek disbursement of the grant proceeds until the project is fully committed. If the County is comfortable with this concept, we would begin the internal due diligence immediately.

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

THIS AGREEMENT (“Agreement”) is made and entered into on this 4th day of October, 2022 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Kendall County 211, Inc., who has applied for 501(c)3 status (“Grantee”), TIN 61-2027674 for purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“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 (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; 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

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 expenditure of Recovery Funds for behavioral health care; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds to assist households and individuals seeking food assistance, emergency housing needs, and assistance accessing public benefits; and

WHEREAS, Grantee intends to provide Kendall County residents with a hotline service (the "211 service") that will connect callers with community services available to residents, such as behavioral health care, food and housing assistance, and other public services; and

WHEREAS, Grantee intends to contract with PATH, an Illinois-based crisis center that will actually answer the calls made to the 211 service; and

WHEREAS, the County finds that Kendall County households that experienced unemployment, experienced food or housing insecurity, or are low or moderate income experienced negative economic impacts resulting from the pandemic and that such households would benefit from the 211 service; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for the purpose of operating the 211 service will respond to the pandemic's public health impacts and negative economic impacts by providing Kendall County residents with greater access to behavioral health care, food and housing assistance, and other public services; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of facilitating Kendall County residents' access to behavioral health care, food and housing assistance, and other public services by the operation of a 211 service.

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 One Hundred Thirty-Six Thousand Dollars and Zero Cents (\$136,000.00) to be used by Grantee for operating a 211 service as described in Section 3(a) below. 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 the County’s Fiscal Years 2022 (December 1, 2021 – November 30, 2022), 2023 (December 1, 2022 – November 30, 2023), 2024 (December 1, 2023 - November 30, 2024), and 2025 (December 1, 2024 – November 30, 2025). \$47,500.00 shall be disbursed by the County to Grantee in one lump sum during FY 2022. \$40,000.00 shall be disbursed in one lump sum during FY 2023. \$28,500.00 shall be disbursed in one lump sum during FY 2024. \$20,000.00 shall be disbursed in one lump sum during FY 2025.
- c This agreement is contingent upon grantee obtaining 501 c 3 status. County Shall not be obligated to disperse grant funds to grantee until grantee can demonstrate that it has obtained 501c3 status.

3. Grantee’s Obligations

- a. Grantee understands and agrees it shall use the Grant funds only for the limited purpose of operating the 211 service and only as follows:

Funds to be disbursed in FY 2022:

Amount	Purpose
\$7,500.00	Contract service fees, Marketing Consultant, set up database, Coordinator
\$10,000.00	Marketing, printed material, distribution
\$12,000.00	AT & T and Frontier set-up switch/IT set-up, governance

\$18,000.00	Path call center
\$47,500.00	Total for FY 2022

Funds to be disbursed in FY 2023:

Amount	Purpose
\$5,500.00	Contract service fees, marketing, maintain database, Coordinator
\$12,000.00	Marketing, printed material, distribution
\$2,500.00	AT & T and Frontier set-up switch/IT set-up, governance
\$20,000.00	PATH call center, database
\$40,000.00	Total for FY 2023

Funds to be disbursed in FY 2024:

Amount	Purpose
\$1,000.00	Contract service fees, marketing, maintain database, Coordinator
\$7,000.00	Marketing, printed material, distribution
\$500.00	Governance
\$20,000.00	PATH call center
\$28,500.00	Total for FY 2024

Funds to be disbursed in FY 2025:

Amount	Purpose
\$20,000.00	PATH call center
\$20,000.00	Total for FY 2025

- b. Grantee must spend all Grant funds disbursed in FY 2022 no later than June 30, 2023. If Grantee does not spend all of the FY 2022 Grant funds by June 30, 2023, any unspent Grant funds must be returned to the County no later than July 31, 2023, and the County shall have no obligation to disburse the FY 2023 Grant funds. If all FY 2022 Grant funds have been spent by June 30, 2023, and after Grantee has

provided documentation of said spending to the County, the County will disburse the FY 2023 Grant funds. Grantee must spend all Grant funds disbursed in FY 2023 no later than December 31, 2023. If Grantee does not spend all of the FY 2023 Grant funds by December 31, 2023, any unspent Grant funds must be returned to the County no later than January 31, 2024 and the County shall have no obligation to disburse the FY 2024 Grant funds. If all FY 2023 Grant funds have been spent by December 31, 2023, and after Grantee has provided documentation of said spending to the County, the County will disburse the FY 2024 Grant funds. Grantee must spend all Grant funds disbursed in FY 2024 no later than December 31, 2024. If Grantee does not spend all of the FY 2024 Grant funds by December 31, 2024, any unspent Grant funds must be returned to the County no later than January 31, 2025 and the County shall have no obligation to disburse the FY 2025 Grant funds. If all FY 2024 Grant funds have been spent by December 31, 2024, and after Grantee has provided documentation of said spending to the County, the County will disburse the FY 2025 Grant funds. Further, in order to receive the FY 2025 Grant funds, Grantee must also provide the County with documentation demonstrating that Grantee entered in a contract with PATH for 2025 call center services and that said contract was entered into prior to December 31, 2024. No Grants funds may be expended after December 31, 2024 for any expenses not obligated by said contract. Grantee must spend all Grant funds disbursed in FY 2025 no later than December 31, 2025. If Grantee does not spend all of the FY 2025 Grant funds by December 31, 2025, any unspent Grant funds must be returned to the County no later than January 31, 2026.

- c. If Grantee uses the Grant funds for any purpose other than as set forth in Section 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, and the County shall not be obligated for any further disbursements.
- 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, and the County shall not be obligated for any further disbursements.

- e. By signing this Agreement, Grantee affirms that it has applied for nonprofit status and expects to have a response from the IRS in 2-3 months. There is nothing that causes Grantee concern as to whether it will receive 501(c)3 status.. 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 and shall not be obligated for any further disbursements.
- f. Grantee agrees it will continue to provide the 211 service to the residents of Kendall County for the duration of this Agreement. If the Grantee ceases to provide the 211 service prior to December 31, 2025, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee and shall not be obligated for any further disbursements
- g. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive, reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- h. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.
- i. 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.
- j. 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 first receiving 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. Grantee shall continue to file these written reports every ninety (90) days and include the above information for each 90-day period.
 - ii. No later than January 31, 2026, 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. 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.
- k. 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.

1. 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.
- m. 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.

- n. 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.
- o. 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 appropriate and 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 the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- 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

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's 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 (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:

Larry Nelson, Treasurer
16524 Frazier Road
Plano, Illinois 60545

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.

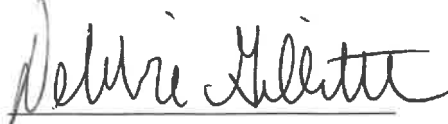
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

KENDALL COUNTY, ILLINOIS

Kendall County 211 Inc.


SCOTT Bengler
Temporary Kendall County Board Chairman


Larry Nelson
Treasurer

Attest: 
Debbie Gillette
Kendall County Clerk

Attest: 
Sam Brum

Date: 10/4/22

Date: 10/7/22

FY24 Budget Approval Calendar

	Date	Responsible Party/Meeting	Time	Task
JUN	6/26/2023	Admin & User Departments/Offices		Prepare salary spreadsheets
	6/29/2023	Finance Committee	4:00pm	Establish FY24 Budget Criteria and Authorize FY24 Capital Budget Process
	6/30/2023	Administration		Send FY24 Capital Plan Process and Budget Criteria
JUL	7/3/2023	*DHEOs		End Users enter budgets and salaries
	7/13/2023	COW	4:00pm	
	7/18/2023	County Board Meeting	9:00am	
	7/27/2023	Finance Committee	4:00pm	
AUG	8/2/2023	County Board Meeting	6:00pm	
	8/8/2023	*DHEOs		Capital Plan budgets due
	8/8/2023	*DHEOs		Operations budgets due including salaries
	8/14-8/18	*DHEOs		Meet with Department Heads
	8/9-8/31	Administration		Prepare budget books/tablets/overviews
	8/24/2023	Finance Committee	4:00pm	
8/15/2023	County Board Meeting	9:00am		
SEP	9/5/2023	County Board Meeting	6:00pm	
	9/7/2023	COW/Finance Committee	8:30am	<i>Budget Hearings-TBD</i>
	9/8/2023	COW/Finance Committee	9:30am	<i>Budget Hearings-TBD</i>
	9/14/2023	COW	4:00pm	Approves Tentative Budget and Forward to County Board
	9/15/2023	Admin		Run Notice for Public Inspection of Tentative Budget Ad
	9/19/2023	County Board Meeting	9:00am	Approve Tentative Budget at least 15 days prior to final action
	9/28/2023	Finance Committee	4:00pm	Discuss FY24 Budget
OCT	10/3/2023	County Board Meeting	6:00pm	
	10/12/2023	COW	4:00pm	Discuss FY24 Budget- Forward final budget to County Board
	10/17/2023	County Board Meeting	9:00am	
	10/26/2023	Finance Meeting	5:00pm	Discuss FY24 Budget- Forward final budget to County Board
NOV	11/7/2023	County Board Meeting	6:00pm	Approve Budget
	11/8/2023	Admin		Run levy ad before levy hearing (less than 14 days more than 7 days before levy hearing)
	11/16/2023	COW	4:00pm	
	11/21/2023	County Board Meeting	9:00am	Levy hearing and approval
	11/30/2023	Finance Meeting	4:00pm	
DEC	12/5/2023	County Board Meeting	6:00pm	
	12/14/2023	COW	4:00pm	
	12/19/2023	County Board Meeting	9:00am	Last day to certify Levy on or before the last Tuesday in December
	12/28/2023	Finance Meeting	4:00pm	

*DHEOs = Department Heads & Elected Officials

America Rescue Plan Act
Application

1. Date:
2. Applicant Name:
3. Type of entity:
- a. Non-Profit
 - b. Government Entity
 - c. Other
4. Organization Legal Name:
5. Organization Address, City, State, Zip:
6. Primary Point of Contact Email Address
7. Phone Number:
8. Are you registered in SAMS.gov?
- a. Yes
 - b. No
9. UEI number
10. DUNS number
11. DUNS+4 number
12. TIN number
13. Have you received ARPA (American Rescue Plan Act) Funds?
If yes, please provide how much
- a. Yes
 - b. No
14. Operations Start Date
15. Operations End Date
16. Place of Performance Address, City, State, Zip
17. Demographic Distribution:

All Kendall County residents.

America Rescue Plan Act Application

19. Amount Requested:

Year	Amount
2022	\$
2023	\$ 500,000
2024	\$ 500,000
2025	\$
2026	\$

20. In sufficient detail please provide how and what the funds would be used for and attach supporting documentation (if applicable):

The \$1 million will be the County's contribution to building the middle mile network. Other funds will come from grants and our eventual partner. This will provide a launching pad to cover all administrative costs associated with applying for and receiving grants and get the project started to help our unserved and underserved citizens as quickly as possible.

Water and Sewer Projects:

Public Water System(PWS) ID Number:

National Pollutant Discharge Elimination System (NPDES) Permit Number:

Median Household Income of service area:

Lowest quintile income of the service area:

Broadband Projects:

Does this project meet or exceed symmetrical 100 Mbps download and upload speed? **Yes**

If not, why?

America Rescue Plan Act
Application

1. Date:
2. Applicant Name:
3. Type of entity:
 - a. Non-Profit
 - b. Government Entity
 - c. Other
4. Organization Legal Name:
5. Organization Address, City, State, Zip:
6. Primary Point of Contact Email Address:
7. Phone Number:
8. Are you registered in SAMS.gov?
 - a. Yes
 - b. No
9. UEI number:
10. DUNS number:
11. DUNS+4 number:
12. TIN number:
13. Have you received ARPA (American Rescue Plan Act) Funds?
If yes, please provide how much
 - a. Yes
 - b. No
14. Operations Start Date:
15. Operations End Date:
16. Place of Performance Address, City, State, Zip:
17. Demographic Distribution:

America Rescue Plan Act
Application

19. Amount Requested:

Year	Amount
2022	\$
2023	\$2190
2024	\$
2025	\$
2026	\$

20. In sufficient detail please provide how and what the funds would be used for and attach supporting documentation (if applicable):

The funds of \$2190 are used for Arena Maintenance at the Koch Arena for equestrian use.

Water and Sewer Projects:

Public Water System(PWS) ID Number:

National Pollutant Discharge Elimination System (NPDES) Permit Number:

Median Household Income of service area:

Lowest quintile income of the service area:

Broadband Projects:

Does this project meet or exceed symmetrical 100 Mbps download and upload speed?

If not, why?

FOX RIDGE STONE, L.L.C.
 6110 IL-71
 OSWEGO, IL 60543
 (630) 554-9101

Invoice

Invoice Date	Invoice #
05/17/2023	7442
Page 1	

Bill To:
Account ID: KEN HORSE KENDALL COUNTY HORSE ASSOC PO BOX 122 MILLINGTON, IL 60537

Description (Ticket, Date and Material)	Quantity	Unit \$	Material \$	Delivery \$	Misc \$	Line Total
81681 4/26/2023 FA2 TORPEDO SAND DELIVERED	20.08	\$11.00 /tn	\$220.88	\$120.48	\$0.00	\$341.36
81682 4/26/2023 FA2 TORPEDO SAND DELIVERED	21.15	\$11.00 /tn	\$232.65	\$126.90	\$0.00	\$359.55
81688 4/26/2023 FA2 TORPEDO SAND DELIVERED	21.25	\$11.00 /tn	\$233.75	\$127.50	\$0.00	\$361.25
Sub Totals			\$687.28	\$374.88	\$0.00	\$1,062.16
Tax Total					\$90.29	\$90.29
Balance Due						\$1,152.45

Invoicing Summary

	Material \$	Delivery \$	Misc \$	Tax \$	Total \$
FA2 DEL 62.48 /tn	\$687.28	\$374.88	\$0.00	\$90.29	\$1,152.45
	\$687.28	\$374.88	\$0.00	\$90.29	\$1,152.45

HRH Topsoil
310 S East St
IL US
hrhtopsoil@gmail.com

Invoice 1194



BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
Kendall County Horse Association	Kendall County Horse Association	05/17/2023	\$1,037.55	06/16/2023

DATE	Hours	DESCRIPTION	QTY	RATE	AMOUNT
04/28/2023		Arena Renovation	1	1,037.55	1,037.55
SUBTOTAL					1,037.55
TAX					0.00
TOTAL					1,037.55
TOTAL DUE					\$1,037.55

THANK YOU.