

# COUNTY OF KENDALL, ILLINOIS ECONOMIC DEVELOPMENT & ADMINISTRATION

Kendall County Office Building, 111 W. Fox Street County Board Rm 209 & 210, Yorkville, IL 60560

Wednesday, December 20, 2023 at 5:30 p.m. MEETING AGENDA

- 1. Call to Order
- 2. **Roll Call:** Elizabeth Flowers (Chairman), Seth Wormley, Scott Gengler, Brooke Shanley, Dan Koukol
- 3. Approval of Agenda
- 4. Committee Reports and Updates
  - A. Animal Control Department Update Director Taylor Cosgrove
  - B. Emergency Management Agency Update Director Roger Bonuchi
  - C. Revolving Loan Status Update
- 5. New Committee Business
  - A. MOTION (FWD to CB): Discussion and Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2023
  - B. MOTION (FWD to CB): Discussion and Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2023
  - C. <u>MOTION (FWD to CB)</u>: Discussion and Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2023
  - D. **DISCUSSION & APPROVAL:** Hazard Mitigation Plan
- 6. Old Committee Business
  - A. **Approval:** Animal Control Volunteer Waiver Form
- 7. Chairman's Report
- 8. Public Comment
- 9. Executive Session
- 10. Items for Committee of the Whole
- 11. Action Items for County Board
- 12. Adjournment

## **Average Length Of Stay**

1/1/2022 - 12/31/2022

Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc. Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. \*Fosters not factored into totals. Formula: (total amount) / (total average)

NON LR 4 :			
RTO 7 TRANSFER 10	ADOPTION	49	34.92
TRANSFER 10	NON LR	4	34.75
	RTO	7	2.43
FOSTER	TRANSFER	10	18.60
	FOSTER		0.00
Total : 70 2	Total :	70	28.33

DOG			# Animals	Avg Days
	ADOPTION		101	43.11
	NON LR		16	40.06
	RELOCATE		1	12.00
	RTO		129	2.34
	TRANSFER		7	7.71
	FOSTER			0.00
		Total :	254	20.11

# **Average Length Of Stay**

1/1/2023 - 12/31/2023

Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc. Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. \*Fosters not factored into totals. Formula: (total amount) / (total average)

CAT			# Animals	Avg Days
	ADOPTION		137	31.13
	FOSTER*		31	
	NON LR		23	10.61
	RELOCATE		7	8.29
	RTO		14	10.86
	TRANSFER		101	18.09
	FOSTER			0.00
		Total :	313	22.21

OG		# Animals	Avg Days	
ADOPTION		143	28.87	
FOSTER*		22		
NON LR		18	11.28	
RTO		175	1.84	
TRANSFER		35	16.37	
FOSTER			0.00	
	Total :	393	13.09	



# **Kennel Comparisons Statistics**

Intake Comparisons"		1/1/22 to 12/19/22	1/1/23 to 12/19/23		
Dogs					
Strays		197	252	Û	27.9 %
Owner Surrenders		42	123	Û	192.9 %
BORN		0	15	Û	1500.0 %
CONFISCATE		6	5	Û	16.7 %
TRANSFER		0	1	Û	100.0 %
Total Dogs Received:		245	396	Û	61.6 %
Cats					
Strays		63	242	Û	284.1 %
Owner Surrenders		0	64	Û	6400.0 %
BORN		0	1	Û	100.0 %
CONFISCATE	CONFISCATE		13	Û	1200.0 %
Total Cats	Received:	64	320	Û	400.0 %
	Total Intakes:	309	716	Û	131.7 %
Outcome Comparisons'	•	1/1/22 to 12/19/22	1/1/23 to 12/19/23		
Dogs					
Adoption		96	156	Û	62.5 %
Euthanasia		13	18	Û	38.5 %
Return to Owner		124	175	Û	41.1 %
DIED		1	1	Û	- %
DISPOSAL		0	3	Û	300.0 %
HOME EXP		1	0	Û	100.0 %
RELOCATE		1	0	Û	100.0 %
TRANSFER		7	35	①	400.0 %

**Total Dogs Dispositioned:** 

Û

388

59.67

243

Cats					
Adoption		37	145	Û	291.9 %
Euthanasia		2	15	Û	650.0 %
Return to Owr	ner	6	14	Û	133.3 %
DIED		0	11	Û	1100.0 %
DISPOSAL		0	6	Û	600.0 %
RELOCATE		0	7	Û	700.0 %
TRANSFER		9	102	Û	1033.3 %
	Total Cats Dispositioned:	54	300	Û	455.56
	Total Outcomes:	297	688	Û	131.6 %

Animals in the Shelter on 12/19/2023	CAT	DOG	Total
	31	22	53



## Kennel Statistics Report Intakes from 11/01/23 to 11/30/23

	CAT	DOG	KITTEN	OTHER	PUPPY	TOTAL
OWNER SUR	9	16	3	5	0	33
STRAY	11	23	7	0	3	44
TOTAL	20	39	10	5	3	77

# Kennel Statistics Report Outcomes from 11/01/23 to 11/30/23

		CAT	DOG	KITTEN	OTHER	TOTAL
ADOPTION		3	10	7	3	23
	TOTAL	3	10	7	3	23
DISPOSAL		3	3	1	0	7
	TOTAL	3	3	1	0	7
EUTH		0	2	0	0	2
	TOTAL	0	2	0	0	2
RTO		1	14	0	0	15
	TOTAL	1	14	0	0	15
TRANSFER		8	1	3	5	17
	TOTAL	8	1	3	5	17
TOTAL		15	30	11	8	64

# **Kendall County Animal Control**

802 John Street Yorkville IL 60560



Bites between 11/1/2023 and 11/30/2023

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	Breed	Vaccinated	<u>Altered</u>	Victim/Owner	Multiple Bites	bite severity	euthanized
11/01/2023	KNOX	A041184	GERM SHEPHERD	NOT UTD	ALTERED	OWNER	NO	2	No
11/02/2023	UNKNOWN	A042131	PIT BULL	NOT UTD	UNALTERED	VICTIM	UNK	3	No
11/03/2023	SMOKEY	A041280	PIT BULL	NOT UTD	UNALTERED	VICTIM	NO	3	Yes
11/11/2023	RANGER	A041337	LABRADOR RETR	NOT UTD	UNALTERED	OWNER	NO	3	No
11/12/2023	KANE	A041330	DOGO ARGENTINO	NOT UTD	UNALTERED	VICTIM	NO	3	No
11/12/2023	COOPER	A023540	PIT BULL	UTD	ALTERED	VICTIM	NO	3	Yes
11/14/2023	LYLA	A042143	CHIHUAHUA SH / MIX	NOT UTD	ALTERED	VICTIM	NO	2	No
11/19/2023	JASPER	A041490	GERM SHEPHERD	UTD	ALTERED	VICTIM	NO	3	No
11/19/2023	JASPER	A041490	GERM SHEPHERD	UTD	ALTERED	OWNER	NO	3	No
11/20/2023	UNKNOWN	A041491	MIXED	NOT UTD	UNALTERED	VICTIM	UNKNOW	2	No
11/21/2023	UNKNOWN	A042139	DOMESTIC SH	NOT UTD	UNALTERED	VICTIM	UNK	2	No
11/24/2023	OZZY	A018746	LABRADOR RETR / MIX	UTD	ALTERED	VICTIM	YES	2	No
11/25/2023	OUTLAW	A041896	TIBETAN MASTIFF	UTD	UNALTERED	VICTIM	NO	2	Yes
11/30/2023	CHLOE	A041777	CAIRN TERRIER / MIX	UTD	UNALTERED	OWNER	NO	2	No

Breed	Total
Total	13
CAT	1
DOMESTIC SH	1
DOG	12
CAIRN TERRIER / MIX	1
CHIHUAHUA SH / MIX	1

Date	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	
			Total	
	DOGO ARGENTINO			1
	GERM SHEPHERD			2
	LABRADOR RETR			1
	LABRADOR RETR / MIX			1
	MIXED			1
	PIT BULL			3
	TIBETAN MASTIFF			1

<u>Vaccinated</u> <u>Alte</u>	victini, v	Owner <u>Multiple</u>	Bites bite seve	<u>erity</u> <u>e</u>	<u>euthanized</u>
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# Kendall County Agenda Briefing

**Meeting Type:** Economic Development and Administration

**Meeting Date:** 12/20/2023

**Subject:** Animal adoption contract changes

**Prepared by:** Taylor Cosgrove**Department:** Animal Control

#### **Action Requested:**

None. FYI only

#### **Board/Committee Review:**

NA

#### **Fiscal impact:**

none

#### **Background and Discussion:**

Staff has revised our Animal Adoption Contract to reflect current SOPs that allow for cat surrenders with Animal Control.

#### **Staff Recommendation:**

NA

#### **Attachments:**

Animal Adoption Contract (revised)



#### **Animal Adoption Contract**

Date:	Adoption Fee:	Receipt #:	File #:
Rabies Tag #:_	Microchip	#:	Manufacturer:
□ Canine □	Feline ☐ Other ☐ Neut	ered Male	i Female
Breed:		Age:Cold	or / Markings:
Animal's Nam	e:		
I have b	eer of this animal, agree een provided a copy of tendall County Animal C	the animal's Health	Record as well as any other medical
I have b	een provided a copy of	the animal's microch	nip number and manufacturer.
I will co	mply with all applicable	e laws pertaining to t	the control, care, and treatment of this
gift for anothe		ting this animal as a	, illegal functions, medical research, or as a part of the family and not for utilitarian ).
I will ke	ep the animal primarily	indoors and will not	allow it to roam free.
health, condit my household temperament defend and sa liability for da	ion, training, behavior, of I have been afforded full of the animal and I acce we harmless Kendall Co amages to person or proj	or temperament of the lopportunity to determine the animal at my ounty Animal Controperty hereafter cause	makes no claims or representations to the eanimal stated above; that I and members of rmine the suitability of the behavior and own risk, and hereby release, indemnify, I from and against any and all claims or ed by said animal. I further acknowledge that ealth of any animal, nor assume any financial

I understand that animals adopted from Kendall County Animal	Control may be returned if I
reside in Kendall County. No adoption fees will be refunded and I wowner surrender fee. $_{\blacktriangledown}$	
A copy of our policy regarding warranties, refunds, or returns is avail (225 ILCS 605/3.5a5)	
My signature certifies that I have read, understood, and agree to abide	e by all the terms of this contract.
Name of Person(s) Adopting:	
Street Address:	
City, State, Zip Code:Phone: _	
Alternate Phone: Driver's License #:	
Signature:Da	te:
KCAC Staff Printed Name:	
KCAC Staff Signature:	Date:

Deleted: dogs

**Deleted:** I understand that cats adopted from Kendall County Animal Control may not be returned as Kendall County Animal Control does not accept owner surrender cats.¶

#### VOLUNTARY RELEASE/WAIVER OF LIABILITY

I the undersigned, desire to adopt an animal from Kendall County, Illinois, ("Kendall County"). This Voluntary Release/Waiver of Liability ("Release"), signed by me, is effective as of the below-indicated date. In furtherance of this adoption, I agree to the following:
1. <b>Assumption of the Risk.</b> I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers are inherent in caring for an animal. These risks include risks of injury, illness, death, or loss to persons or animals, including damage to property. I have voluntarily agreed to adopt the animal, as contemplated herein, with full knowledge of such risks and voluntarily assume all such risks.
2. Waiver and Release. I do hereby fully release and discharge Kendall County, Kendall County Animal Control, and their respective past, present and future elected officials, board members, insurers, agents, and employees (collectively, the "Released Parties") from any and all liability, damages, expenses (including attorneys' fees and costs), claims and any causes of action from injuries, illnesses, death, damage or loss which I may have now or in the future as a result of this adoption and the animal adopted. I hereby release the Released Parties from any liability, damages, expenses (including attorneys' fees and costs), claim, or cause of action arising out of the Released Parties' negligence or arising out of any act or omission by me. This is a complete and irrevocable release and waiver of liability, without limitation.
3. <b>Indemnification.</b> I agree to indemnify and hold harmless and defend the Released Parties, with counsel of Released Parties' own choosing, from any and all liability, damages, expenses (including attorneys' fees and costs), claims and any causes of action resulting from injuries, illness, death, damage or loss, including, but not limited to, attorneys' fees and costs, sustained by me, my legal heirs, devisees, agents and assigns, or third parties, arising out of, or in any way associated with, the contemplated adoption. I agree to cooperate fully with Released Parties in the defense of said claim.
4. <b>Severability.</b> If any portion of this Release is held invalid, the balance hereof shall continue in full legal force and effect.
5. <b>Venue:</b> This Release is governed by the laws of the State of Illinois. Venue for any legal proceedings arising out of, or relating to, this Release and the referenced adoption shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
I have carefully read this Voluntary Release/Waiver of Liability, and I understand that it constitutes a disclaimer of liability by Kendall County and a release of all claims by me. I understand that I assume all risks inherent in adopting an animal from Kendall County. By signing below, I am knowingly and voluntarily accepting the above-identified provisions.
Signature of Pet Adopter: Date:
Print Name:
Animal Control Witness: Position:

# **Kendall County Emergency Management Agency**

1102 Cornell Lane, Yorkville Illinois 60560 Roger Bonuchi, Director Tracy Page, Deputy Director

#### **Emergency Management Report**

#### **NOVEMBER 2023**

#### KCEMA Operations

- KCEMA and a contingency of ARES members may be assisting with the election process in March of 2025. I met with Debbie Gillett, Kendall County Clerk and Recorder, to discuss how we can help the Clerk's office on election day.
- NQS work and training will begin in January.
- Our generic task book template has been distributed to the group. More to come in January.
- Awards night and food on Monday December 18<sup>th</sup>, 18:30.
- Two new members will be sworn in on the 18<sup>th</sup>.
- Updates to the County EMA website are taking place

#### Nuclear

- 4th Quarterly All County ORO Meeting November 28<sup>th</sup>. Business and updates.
- IEMA hosted "REP Ingestion Pathway Training" this past week. The session lasted a bit over an hour. For most, this was a refresher of how nuclear alerts work, what action to take, and who could be affected.
- The main discussion was of a new approach to potential evacuations with a shelter-inplace option if an alert level reached "General Emergency" and was a rapidly developing event. More to come on this.

#### > Hazard Mitigation Plan

- The HMP will be presented to the County Administrator
- Public Forum will be February 20, 2024

#### LEPC Committee

- Diesel spill reported last week in Minooka (Grundy). GCEMA just sent a copy since it was close to Kendall.
- LEPC will be installing the CAMEO suite of software tools on the EOC PCs.
- Rob DeLong was elected LEPC Chair, Roger Bonuchi Co-Chair, and Tray Page as Secretary.

#### • UCP Status (Our command bus)

- Mast air inlet has been repaired
- The antenna in the dispatch area that is thought to be defective was marked "low band" in the UCP documents. Of course, we have no need for a low band antenna these days. When swept with a spectrum analyzer, the antenna is defective anyway. We'll add a UHF antenna for use in the dispatch area since removing the low band antenna will be difficult to do.
- Both PC in the dispatch are need some repair.

We have an ICRI radio iterop device that was given us by ILEAS. It's never been installed in the bus. We're taking up that project now. We plan to connect the tri-band Motorola and the two Kenwood radios for interoperability.

#### Radios

• Attended the State Interoperability Executive Committee (SIEC) meeting last week in Pontiac. This Oversight Committee has established guidelines and practices for use of the system so that one group of users will not negatively affect another group operating on the system. Each individual agency using Starcom21 agrees to abide by the guidance given by the Starcom21. The Oversight Committee is in the process of upgrading the current Starcom channel profile (ITTF), to the new Statewide Interop Template (SWIT). The 700/800Mhz channel layout has changed dramatically and must be updated. The SIEC provided guidance on what channels can be used and by whom at this meeting on the November 29<sup>th</sup>. I will provide an update to our EMA members that are interested in the details.

#### CERT

 Looking into the possibility of Oswego PD hosting a CERT class this summer to coinside with our CERT class for the Sheriff's Youth Academy. More to come on that.

#### Meetings/Training/Volunteers/Details

- Amateur Radio Classes (general class licensing) continue on Thursday evenings, 6-8pm, 6 students. We're on our last chapter as of this week. Testing will be held in mid-January.
- IEMA County Call Update with IEMA Deputy Director via Zoom, Monthly
- ILEAS Meetings twice a month
- ARES SEC meeting on the second Wednesday of each month via Zoom
- UCP team lead meeting monthly.
- State radio "Stakeholders" meeting monthly.
- Planning the formation of an ARES group here in Kendall County. I'll be meeting with a local amateur radio club in the next month or so.
- Illinois Eclipse Communications Planning is on-going.
- Kendall County will be hosting the IEMA Region 3 meeting on May 17<sup>th</sup>
- Kendall County will be hosting the National Weather Service Storm Spotting training on February 28<sup>th</sup>

#### Search & Rescue

Joe Buan authored a comprehensive report on the use of bike teams in search & rescue.
 Thank you Joe and great work.

#### o CERT

I'm looking into the possibility of Oswego PD hosting a CERT class this summer to coinside with our CERT class for the Sheriff's Youth Academy. More to come on that.

#### • Meetings/Training/Volunteers/Details

- Amateur Radio Classes (general class licensing) continue on Thursday evenings, 6-8pm,
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- ILEAS Meetings twice a month
- ARES SEC meeting on the second Wednesday of each month via Zoom
- UCP team lead meeting monthly.
- State radio "Stakeholders" meeting monthly.
- Planning the formation of an ARES group here in Kendall County. I'll be meeting with a local amateur radio club in the next month or so.
- Met with the Sheriff concerning the Youth Academy scheduling from 2023.
- Illinois Eclipse Communications Planning Meeting and Drive Test Briefing on Tuesday.



# Kendall County Agenda Briefing

**Meeting Type:** Economic Development and Administration

**Meeting Date:** 12/20/2023

**Subject:** Kendall Area Transit Financial Audits

**Prepared by:** Jennifer Breault, Financial Analyst & KAT Program Compliance Oversight

Monitor (PCOM)

**Department:** Administration

#### **Action Requested:**

Approval of Audits

#### **Board/Committee Review:**

Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2023

Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2023 Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2023

#### **Fiscal impact:**

None

#### **Background and Discussion:**

Kendall County auditor Mack & Associates completed the audit for Kendall Area Transit grants for the period July 1, 2022 – June 30, 2023. All Kendall Area Transit grants received a clean audit. This means that in the opinion of the auditor, the financial reports present fairly, in all material respects, the revenues and expenses, in accordance with the financial reporting provisions of the IL Department of Transportation (IDOT) Division of Public and Intermodal Transportation.

#### **Staff Recommendation:**

Approval of Kendall Area Transit Audits

#### **Attachments:**

Section 5311 Audit, DOAP Audit, CARES Audit

# COUNTY OF KENDALL, ILLINOIS ILLINOIS DOWNSTATE OPERATING ASSISTANCE GRANT FINANCIAL REPORT June 30, 2023

Illinois Downstate Operating Assistance Program

Year Ended June 30, 2023 Table of Contents

	Page
Independent Auditors' Report	1 - 3
Financial Statement	
Schedule of Revenue and Expense	4 - 5
Notes to Financial Statement	6 - 8



CERTIFIED PUBLIC ACCOUNTANTS

116 E. Washington Street Suite One Morris, Illinois 60450

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CATE MOULTON, CPA KYLE SHEPPARD, CPA MADISON SCHEEL, CPA CHRIS CHRISTENSEN JESSIKA MCGARVEY

#### **Independent Auditors' Report**

To the Chairman and Members of the County Board County of Kendall, Illinois

#### Report on the Audit of the Financial Statements

#### **Opinion**

We have audited the accompanying financial statements of the Illinois Downstate Operating Assistance Program Agreement of the County of Kendall, Illinois, (the "County") which is comprised of the annual financial report for the year ended June 30, 2023, and the related notes to the financial statements.

In our opinion, the Illinois Downstate Operating Assistance Program Agreement Annual Financial Report referred to above presents fairly, in all material respects, the revenues and expenses of the Illinois Downstate Operating Assistance Program Agreement of the County of Kendall, Illinois, for the year ended June 30, 2023, in accordance with the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation as described in Note 1.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Illinois Downstate Operating Assistance Program Agreement of the County of Kendall, Illinois and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Emphasis of Matter - Basis of Accounting**

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the basis of the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

#### Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible 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.

#### Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
  due to fraud or error, and design and perform audit procedures responsive to those risks.
   Such procedures include examining, on a test basis, evidence regarding the amounts and
  disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of
  expressing an opinion on the effectiveness of the Illinois Downstate Operating Assistance
  Program Agreement of the County of Kendall, Illinois' internal control. Accordingly, no
  such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Illinois Downstate Operating Assistance Program Agreement of the County of Kendall, Illinois' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Restriction of Use**

This report is intended solely for the information and use of the County Board and management of Kendall County, Illinois and for filing with the State of Illinois, Department of Transportation Division of Public and Intermodal Transportation, and is not intended to be and should not be used by anyone other than those specified parties.

Mack & Associates, P. C. Mack & Associates, P.C.

Certified Public Accountants

Morris, Illinois December 1, 2023

#### Grantee:

#### **Kendall County**

#### SCHEDULE OF REVENUE AND EXPENSE

#### under DOWNSTATE OPERATING ASSISTANCE GRANT OP- 23 -21-IL

for the Year Ended June 30, 2023 (Page 1 of 2)

Operating Rever	nues and Income	
401	Passenger fares for transit services	48,146.08
402	Special transit fares	<del></del>
403	School Bus Service	
404	Freight Tariffs	<del></del>
405	Total charter service revenues	
406	Auxiliary revenue	-
407	Non-transportation revenue	-
407 .99	•	<u>-</u>
409	Local Cash Grants and Reimbursements	
411	State cash grants and reimbursement - other than	
	Downstate Operating Assistance	
412	State special fare assistance	-
413	Federal cash grants & reimbursement	55,578.00
413 .99	<del>-</del>	320,000.00
.99		<del></del>
440	Subsidy from other sectors of operations	
		400 =04 00
	Total Operating Revenues	423,724.08
Operating Exper	nses	
501	Labor	5,984.90
502	Fringe benefits	-
503	Professional services	
504	Materials & supplies consumed	
505	Utilities	
506	Casualty & liability	
507	Taxes	
508	Net purchased transportation	1,440,454.74
509	Miscellaneous expense	
511	Interest expense	-
512	Leases, rentals, and purchase-lease payments	
518	, , ,	_
	Total Operating Expenses	1,446,439.64
	Ineligible Expenses:	
	APTA and IPTA dues \$	
	Other: Depreciation \$ -	
	Fundraising \$ -	
	In Kind Lease	
	Less Total Ineligible Expenses	-
	-	
	Total Eligible Operating Expenses	1,446,439.64

Revised 02/18/14

# Kendall County SCHEDULE OF REVENUE AND EXPENSE under DOWNSTATE OPERATING ASSISTANCE GRANT OP- 23 -21-IL for the Year Ended June 30, 2023 (Page 2 of 2)

<b>Total Eligible Operating Expenses</b>		e	1,446,439.64
Total Operating Revenue & Income		į-	423,724.08
Deficit			1,022,715.56
65% of Eligible Expense			940,185.77
Maximum Contract Amount			1,300,000.00
FY 23 Eligible Downstate Operating Assistanc (Deficit, 65% of eligible expense, or maximum contract amount, whichever is less)	е		940,185.77
FY 23 Downstate Operating Assistance Receive to close of fiscal year)	ved (prior	-	765,120.84
FY 23 Downstate Operating Assistance Received close of fiscal year and subsequently received)	/able (at		175,064.93
FY 23 Downstate Operating Assistance (Over)	Under Paid		-
Prepared By: Justin Dooley	Title:	Finance Director	
Reviewed by PCOM:	Date:		
Reviewed by Grantee:	Date:		

Revised 02/18/14

Illinois Downstate Operating Assistance Program

Year Ended June 30, 2023 Notes to Financial Statements

#### NOTE 1: Summary of Significant Accounting Policies

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the County of Kendall's (the "County") accounting policies are described below.

#### A. Basis of Presentation

The financial statement presents a comparison between direct expenditures and program revenues for the Illinois Downstate Operating Assistance Program. Direct expenditures are those that are specifically associated with these programs. Program revenues include grants that are restricted to meeting the operational or capital requirements of the programs, and interest earned on grants that is required to be used to support the program.

#### B. Measurement Focus and Basis of Accounting

The financial statement is prepared using the accrual basis of accounting. This means that all revenues earned and expenditures incurred are reported in the financial statement. The Schedule of Revenue and Expenses is a reporting format in accordance with provisions of the grant agreement between the Illinois Department of Transportation and Kendall County, Illinois. Such financial information includes only the revenues and expenses as promulgated within the format of the prescribed form.

#### **NOTE 2: Grant Agreements**

Downstate Operating Assistance Grant

This agreement is made by and between the State of Illinois (the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (the "Department"), and the County.

Whereas, the County proposes to provide public transportation services in a downstate area of Illinois (the "Project");

Whereas, the County has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., (the "Act"); the Department's implementing regulations there under (92 Illinois Administrative Code Part 653, (the "Rules")) and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (the "Standard Forms"); and the Department has approved the County's application and has certified to the Illinois Department of Revenue the County's boundaries and its eligibility to participate under the Act;

Illinois Downstate Operating Assistance Program

Year Ended June 30, 2023 Notes to Financial Statements

#### NOTE 2: Grant Agreements (Continued)

Downstate Operating Assistance Grant (Continued)

Now therefore, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to the County and set forth the terms and conditions of such assistance.

#### Definitions as used in this Agreement

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- C. "OMB" means the U.S. Office of Management and Budget.

#### Project Scope

The County agrees to provide the public transportation services described in its final approved application and program proposed expenditures ("POPE") approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. The County shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Department.

#### Project Budget

Under the Act, the Department enters into this Grant Agreement to implement the County's approved program of expenditures, within the following condition:

The County shall be paid under this agreement sixty-five percent (65%) of the County's eligible operating expenses incurred during fiscal year 2023, up to the corresponding identical or minimally different appropriation amount provided by Public Act 97-0731, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the County from any other state or local agency for fiscal year 2023 does not exceed the County's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of \$1,300,000 (federal and state funds), subject to the limitations set forth above, the Act and the Rules.

Illinois Downstate Operating Assistance Program

Year Ended June 30, 2023 Notes to Financial Statements

#### **NOTE 2: Grant Agreements (Continued)**

Downstate Operating Assistance Grant (Continued)

#### Project Budget (Continued)

In the event that the County receives an amount in excess of the amount provided to be paid to the County, or the combined state and local operating assistance grants for fiscal year 2023 exceed the County's actual operating deficit for that year, the County agrees to remit to the State any excess funds received.

For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (3NN0 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

The County agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

#### **NOTE 3: Contingencies**

#### **Grant Revenues**

The County Downstate Operating Assistance Grant Program is created from funding from a state grant which is governed by various rules and regulations of the grantor agencies Costs charged to the respective grant program are subject to audit and adjustment by the granting agencies. Any disallowed claims resulting from such audits could become a liability of the County. In the opinion of the County, any such disallowed claims will not have a material adverse effect on the overall financial position of the County.

#### **NOTE 4: Subsequent Events**

#### **Grant Revenues**

As of June 30, 2023, the County was due the fourth quarter grant requests for state fiscal year 2023. The County was due a total of \$175,065, which was received in July and August 2023.



# COUNTY OF KENDALL, ILLINOIS CHRISTINA BURNS

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

December 1, 2023

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

This representation letter is provided in connection with your audits of the Section 5311 Annual Financial Report and Section 5311 Grant Reimbursement Reports of the County of Kendall, Illinois, Non-Metro Transportation Operating and Administrative Assistance Grant Agreement, the Illinois Downstate Operating Assistance Program, and the Coronavirus Aid, Relief, and Economic Security Act Program (collectively County of Kendall, Illinois, Transit), which comprise the schedules of revenue and expense for the year ended June 30, 2023, and the related notes to the financial statements.

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 December 1, 2023, the following representations made to you during your audits.

#### **Financial Statements**

- 1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 2, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with the applicable criteria.
- 2. The financial statements referred to above are fairly presented in conformity with the prescribed reporting requirements.
- 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. 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.
- 6. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with the prescribed reporting requirements.

#### **Information Provided**

- 7. 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 the County Board and its Committees or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 8. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 9. 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.
- 10. We have no knowledge of any fraud or suspected fraud that affects the County and involves
  - a. Management,
  - b. Employees who have significant roles in internal control, or
  - c. Others where the fraud could have a material effect on the financial statements.
- 11. 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.
- 12. 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.

- 13. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 14. We have disclosed to you the identity of the County's related parties and all the related party relationships and transactions of which we are aware.

#### Government-specific

- 15. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

Signature:

Date: December 1, 2023

Title: County Administrator

COUNTY OF KENDALL, ILLINOIS
SECTION 5311 GRANT
FINANCIAL REPORT
June 30, 2023

Section 5311 Grant

Table of Contents Year Ended June 30, 2023

		Page
ln	ndependent Auditors' Report	1 - 3
F	inancial Statement:	
	Section 5311 Annual Financial Report	4 - 5
	Notes to Financial Statement	6 - 9



**CERTIFIED PUBLIC ACCOUNTANTS** 

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CATE MOULTON, CPA KYLE SHEPPARD, CPA MADISON SCHEEL, CPA CHRIS CHRISTENSEN JESSIKA MCGARVEY

# Independent Auditors' Report

To the Chairman and Members of the County Board County of Kendall, Illinois

#### **Report on the Audit of the Financial Statements**

#### **Opinion**

We have audited the accompanying financial statements of the Section 5311 Grant Agreement of the County of Kendall, Illinois, (the "County") which is comprised of the annual financial report for the year ended June 30, 2023, and the related notes to the financial statements.

In our opinion, the Section 5311 Grant Agreement Annual Financial Report referred to above presents fairly, in all material respects, the revenues and expenses of the Section 5311 Grant Agreement of the County of Kendall, Illinois, for the year ended June 30, 2023, in accordance with the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation as described in Note 1.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Section 5311 Grant Agreement of the County of Kendall, Illinois and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Emphasis of Matter - Basis of Accounting**

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the basis of the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

#### Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible 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.

#### Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
  due to fraud or error, and design and perform audit procedures responsive to those risks.
   Such procedures include examining, on a test basis, evidence regarding the amounts and
  disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of
  expressing an opinion on the effectiveness of the Section 5311 Operating Assistance
  Grant Agreement of the County of Kendall, Illinois' internal control. Accordingly, no such
  opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Section 5311 Operating Assistance Grant Agreement of the County of Kendall, Illinois' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Restriction of Use**

This report is intended solely for the information and use of the County Board and management of Kendall County, Illinois and for filing with the State of Illinois, Department of Transportation Division of Public and Intermodal Transportation, and is not intended to be and should not be used by anyone other than those specified parties.

Mack & Associates, P.C.

**Certified Public Accountants** 

Mack & Associates, P. C.

Morris, Illinois December 1, 2023

#### **County of Kendall**

# Section 5311 Annual Financial Report Operating Period July 1, 2022 to June 30, 2023 Contract Number 22-0338-27109

#### Revenue

Line Item	Description	Total
401	Passenger Fares/ Donations	
402	Special Transit Fares	
405	Charter Service	
406	Auxiliary Transportation	
407	Non-Transportation Revenue	
440	Other:	
	Total Revenue	\$0
	Less: Non- 5311 Operating Revenues	
	Section 5311 Operating Revenue	\$0

#### **Expenses**

		Actual Administrative	Actual Operating	
Line Item	Eligible Expenses	Expenses	Expenses	Total
501	Labor			\$0.00
502	Fringe Benefits			\$0.00
503	Services			\$0.00
504.01	Fuel and Oil			\$0.00
504.02	Tires and Tubes			\$0.00
504.99	Other Materials			\$0.00
505	Utilities			\$0.00
506	Casualty and Liability			\$0.00
507	Taxes			\$0.00
508	Purchase of Service	69,520.92	0.00	\$69,520.92
509	Miscellaneous			\$0.00
511	Interest Expense			0.00
512	Lease and Rentals			
	Other:			
	Total Expenses	\$69,520.92	\$0.00	\$69,520.92

Revised 7/21/15

# County of Kendall Operating Period July 1, 2022 to June 30, 2023 Section 5311 Grant Reimbursement

	Administrative Expenses	Operating Expenses	Total	]
1) Expenses: Per Single Audit	\$69,521	\$0	\$69,521	
2) Less: Ineligible Expenses per Single Audit	\$0	<u>\$0</u>	\$0	
3) Net Eligible Expenses ((1)-(2))	\$69,521	\$0	\$69,521	
4) Less: Section 5311Operating Revenues (From Page 1)		\$0	\$0	
		\$0		
5) Section 5311 Operating Deficit ((3)-(4))		- 40	\$0	
6) Section 5311 Deficit ((3)-(4))	2224	500/	<b>\$</b> 0	1
7) Section 5311 Reimbursement %	x 80%	x 50%		
				Grant Total
A)Eligible Reimbursement Per Percentages	\$55,617	\$0		\$55,617
B) Funding Limits per Contract				\$55,578
C) Maximum Section 5311 Reimbursement:			\$55,578	\$55,578
(Lesser of Totals for (A) or (B))				40.00
E) Amount (Over) Under Paid ((C)-(D))				\$0.00
F) Grantee Local Match Requirement			\$0	
(Operating Deficit-(C))				

GRANTEE MATCH SOURCES	AMOUNTS
Downstate Operating Grant	\$0
Local Contracts	\$0
In-Kind Services, Subsidies, Donations	
TOTAL LOCAL MATCH (Must equal (F))	\$0
LOCAL TRANSIT FUNDS RETAINED (CARRY FORV	VARD ACCOUNT)
BEGINNING CARRY FORWARD (C.F.A.) BALANCE	\$0
FY Local Transit (Local Contracts) Amounts Received	\$529,113
Less expended for Operating	(\$529,113)
ENDING CARRY FORWARD (C.F.A.) BALANCE	\$0

I certify that the revenues and costs claimed for reimbursement are adequately supported and the approved cost allocation plan (if applicable) has been followed as provided in the project budget.

	Justin Dooley Finance Director
Reviewed By/PCOM:	
Date:	11/13/2023
CPA Approval:	
Date:	

Revised 7/21/15

Section 5311 Grant

Notes to Financial Statements Year Ended June 30, 2023

# **NOTE 1: Summary of Significant Accounting Policies**

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the County of Kendall's (the "County") accounting policies are described below.

### A. Basis of Presentation

The financial statement presents a comparison between direct expenditures and program revenues for the Section 5311 Grant. Direct expenditures are those that are specifically associated with these programs. Program revenues include grants that are restricted to meeting the operational or capital requirements of the programs, and interest earned on grants that is required to be used to support the program.

# B. Measurement Focus and Basis of Accounting

The financial statement is prepared using the accrual basis of accounting. This means that all revenues earned and expenditures incurred are reported in the financial statement. The Schedule of Revenue and Expenses is a reporting format in accordance with provisions of the grant agreement between the Illinois Department of Transportation and County of Kendall, Illinois. Such financial information includes only the revenues and expenses as promulgated within the format of the prescribed form.

# **NOTE 2: Grant Agreements**

Section 5311 Grant

This agreement is made by and between the State of Illinois (the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (the "Department"), and the County.

Whereas, the County proposes to provide public transportation services in non-urbanized area of downstate Illinois (the "Project"); and

Whereas, the Department has applied under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), to the Federal Transit Administration (the "FTA") for federal operating, capital, and administrative assistance for this Project; and

Whereas, the Department's application has been approved by the FTA; and

Whereas, the County represents that is an eligible recipient and has made application to the Department for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, et seq. and 30 ILCS 740/1 et seq. (the "Acts"), and

Section 5311 Grant

Notes to Financial Statements Year Ended June 30, 2023

# **NOTE 2: Grant Agreements (Continued)**

Section 5311 Grant (Continued)

Whereas, the County's final application, including subsequent submittals, information, and documentation, as provided by the County in support thereof, has been approved by the Department.

In consideration of the mutual covenants, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (the "Grant") to the County, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed. The parties further agree as follows:

# Definitions as used in this Agreement

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "Contractor" or "Third Party Contractor" means or refers to vendor or contractor retained by the County in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the County in connection with this agreement.
- C. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- D. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- E. "Government" means both the government of the United States of America and/or State of Illinois.
- F. "Non-Metro", "Non-Urbanized" refers synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- G. "OMB" means the U.S. Office of Management and Budget
- H. "Project" means the mass transportation project for which grant funds are to be used by the County pursuant to this Agreement, as described in the County's final approved application.

Section 5311 Grant

Notes to Financial Statements Year Ended June 30, 2023

# **NOTE 2: Grant Agreements (Continued)**

Section 5311 Grant (Continued)

# Definitions as used in this Agreement (Continued)

- "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the County, less proceeds from sale of scrap and replaced assets.
- J. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the County pursuant this Agreement.
- K. "Section 5311" (formerly known as "Section 18") refers to the "Formula Grant Program for Areas Other than Urbanized Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).
- L. "U.S. DOT" means United States Department of Transportation.

# The Project

The County agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the County's final approved application, program of proposed expenditures ("POPE"), and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the County in support thereof, all as approved by Department representatives. The County's application and service plan are incorporated into this Agreement.

# **Amount of Grant**

Pursuant to 49 USC 5311, the Department will fund up to 50% of eligible operating deficit and up to 80% of eligible administration expenses incurred by the County (and/or County's contractor) during state fiscal year 2023 (the "fiscal year") to reimburse the County for the provision of public transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget ("Federal Funds"). The maximum amount of Federal Funds for the Project under this agreement is \$55,578. The method for determining the intercity bus portion of the project shall be in accordance with the Department's guidelines, as from time to time adopted.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project.

Section 5311 Grant

Notes to Financial Statements Year Ended June 30, 2023

# **NOTE 2: Grant Agreements (Continued)**

Section 5311 Grant (Continued)

# Amount of Grant (Continued)

The County agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The County further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the County from all sources a total amount in excess of 100% of the Project Costs, the Department does not waive its right to require the County to promptly refund any excess funds provided under this Agreement. The determination of any refund due to the Department will be made after project close out and completion of an audit.

# The Project Budget

The County shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Approved Project Budget. Budget line items may be adjusted by the County with prior notification of the Department. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

# **NOTE 3: Contingencies**

# **Grant Revenues**

The County 5311 Grant Program is created from funding from a federal grant which is governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant program are subject to audit and adjustment by the granting agencies. Any disallowed claims resulting from such audits could become a liability of the County. In the opinion of the County, any such disallowed claims will not have a material adverse effect on the overall financial position of the County.

# **NOTE 4: Subsequent Events**

### **Grant Revenues**

As of June 30, 2023, the County was due \$0 from the Illinois Department of Transportation for the Section 5311 Grant.

# COUNTY OF KENDALL, ILLINOIS CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT GRANT FINANCIAL REPORT June 30, 2023

Coronavirus Aid, Relief, and Economic Security Act Program

Year Ended June 30, 2023 Table of Contents

	Page
Independent Auditors' Report	. 1 - 3
Financial Statement	
Schedule of Revenue and Expense	. 4 - 5
Notes to Financial Statement	. 6 - 8



CERTIFIED PUBLIC ACCOUNTANTS

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CATE MOULTON, CPA KYLE SHEPPARD, CPA MADISON SCHEEL, CPA CHRIS CHRISTENSEN JESSIKA MCGARVEY

# **Independent Auditors' Report**

To the Chairman and Members of the County Board County of Kendall, Illinois

# Report on the Audit of the Financial Statements

# **Opinion**

We have audited the accompanying financial statements of the Coronavirus Aid, Relief, and Economic Security Act Program Agreement of the County of Kendall, Illinois, (the "County") which is comprised of the annual financial report for the year ended June 30, 2023, and the related notes to the financial statements.

In our opinion, the Coronavirus Aid, Relief, and Economic Security Act Program Agreement Annual Financial Report referred to above presents fairly, in all material respects, the revenues and expenses of the Coronavirus Aid, Relief, and Economic Security Act Program Agreement of the County of Kendall, Illinois, for the year ended June 30, 2023, in accordance with the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation as described in Note 1.

# **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Coronavirus Aid, Relief, and Economic Security Act Program Agreement of the County of Kendall, Illinois and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

# **Emphasis of Matter - Basis of Accounting**

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the basis of the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

# Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible 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.

# Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
  due to fraud or error, and design and perform audit procedures responsive to those risks.
   Such procedures include examining, on a test basis, evidence regarding the amounts and
  disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of
  expressing an opinion on the effectiveness of the Coronavirus Aid, Relief, and Economic
  Security Act Program Agreement of the County of Kendall, Illinois' internal control.
  Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the
  aggregate, that raise substantial doubt about the Coronavirus Aid, Relief, and Economic
  Security Act Program Agreement of the County of Kendall, Illinois' ability to continue as a
  going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

# **Restriction of Use**

This report is intended solely for the information and use of the County Board and management of Kendall County, Illinois and for filing with the State of Illinois, Department of Transportation Division of Public and Intermodal Transportation, and is not intended to be and should not be used by anyone other than those specified parties.

Mack & Associates, P.C.

**Certified Public Accountants** 

Mack & Associates, P. C.

Morris, Illinois December 1, 2023

# Required Audited Schedule of Revenues and Expenses under the CARES Act Grant OP-21-21-CARE Operating Period January 20, 2020 to June 30, 2023 Contract Number

# **Expenses**

	,	Actual Administrative	Actual Operating	
Line Item	Eligible Expenses	Expenses	Expenses	Total
501	Labor			
502	Fringe Benefits			
503	Services			
504.01	Fuel and Oil			
504.02	Tires and Tubes			
504.99	Other Materials			
505	Utilities			
506	Casualty and Liability			
507	Taxes			
508	Purchase of Service		363,041.51	363,041.51
509	Miscellaneous			
511	Interest Expense			
512	Lease and Rentals			
	Other:			
	Total Expenses		\$363.041.51	\$363,041.51

Revised 06/16/21 DPIT OP-ASRE-CARES

# Required Audited Schedule of Revenues and Expenses under the CARES Act Grant OP-21-21-CARE Operating Period January 20, 2020 to June 30, 2023 Contract Number

# Expenses

	Administrative Expenses	Operating Expenses	Total	
1) Expenses: Per Single Audit		\$363,042	\$363,042	
2) Less: Ineligible Expenses per Single Audit				
2) Less. Iriengible Expenses per origie Addit				
3) Net Eligible Expenses ((1)-(2))		\$363,042	\$363,042	
4) Less: CARES Operating Revenues (From Page 1)		\$0	\$0	3
5) CARES Operating Deficit ((3)-(4))		\$363,042		
6) CARES Deficit ((3)-(4))			\$363,042	3
7) CARES Reimbursement %	x_0%	x 100%		
				Grant Total
A)Eligible Reimbursement Per Percentages		\$363,042		\$363,042
B) Funding Limits per Contract				\$378,067
C) Maximum Section CARES Reimbursement: (Lesser of Totals for (A) or (B))			\$363,042	\$363,042
D) Less: IDOT Payments-Section CARES Reimbursement to Grantee				\$ 363,04
E) Amount (Over) Under Paid ((C)-(D))				\$0.00
F) Grantee Local Match Requirement (Operating Deficit-(C))			\$0	
CDANTEE MATCH SOURCES	AMOUNTS			
GRANTEE MATCH SOURCES Downstate Operating Grant	AMOUNTS	L certify that t	he revenues and	d costs
Local Contracts			eimbursement ar	
			upported and the	
n-Kind Services, Subsidies, Donations			st allocation plan	
10741 10011 HATON (A41			has been follow	
TOTAL LOCAL MATCH (Must equal (F))			ne project budge	
LOCAL TRANSIT FUNDS RETAINED (CARRY FOR	WARD ACCOUNT)	Prepared By:	Justin Dooley	
BEGINNING CARRY FORWARD (C.F.A.) BALANCE			Finance Directo	<u>or</u>
FY Local Transit (Local Contracts) Amounts Received				
Less expended for Capital \$ Operating \$ ENDING CARRY FORWARD (C.F.A.) BALANCE				
ENDING CARRY I ORTHAND (OR INN) BAND 2102	<del></del>			
Prepared By: <u>Ju</u>	stin Dooley	Title:	Finance Directo	or .
Reviewed by PCOM:		Date:		
Reviewed by Grantee:	Authorized Representative	Date:		;
/21	Authorized Nepresentative		DPIT OP-ASRI	F_CARES

Revised 06/16/21

DPIT OP-ASRE-CARES

Coronavirus Aid, Relief, and Economic Security Act Program

Year Ended June 30, 2023 Notes to Financial Statements

# **NOTE 1: Summary of Significant Accounting Policies**

The Governmental Accounting Standards Board (GASB) is the accepted standardsetting body for establishing governmental accounting and financial reporting principles. The most significant of the County of Kendall's (the "County") accounting policies are described below.

### A. Basis of Presentation

The financial statement presents a comparison between direct expenditures and program revenues for the Coronavirus Aid, Relief, and Economic Security Act Program. Direct expenditures are those that are specifically associated with these programs. Program revenues include grants that are restricted to meeting the operational or capital requirements of the programs, and interest earned on grants that is required to be used to support the program.

# B. Measurement Focus and Basis of Accounting

The financial statement is prepared using the accrual basis of accounting. This means that all revenues earned and expenditures incurred are reported in the financial statement. The Schedule of Revenue and Expenses is a reporting format in accordance with provisions of the grant agreement between the Illinois Department of Transportation and Kendall County, Illinois. Such financial information includes only the revenues and expenses as promulgated within the format of the prescribed form.

# **NOTE 2: Grant Agreements**

Coronavirus Aid, Relief, and Economic Security Act Grant

The Agreement is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation (the "State"), and the County of Kendall (the "County").

The County proposes to provide public transportation services in a Non-urbanized area of Illinois (the "project"), as described in the County's final approved application.

The State has applied under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), to the Federal Transit Administration (FTA) for federal operating, capital and administrative assistance for this Project.

The State's application has been approved by the FTA, and the County represents that it is an eligible recipient and has made application to the State for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, et seq. and 30 ILCS 740/1 et seq. (the "Acts"), and the County's final application, including subsequent submittals, information, and documentation, as provided by the County in support thereof, has been approved by the State.

Coronavirus Aid, Relief, and Economic Security Act Program

Year Ended June 30, 2023 Notes to Financial Statements

# **NOTE 2: Grant Agreements (Continued)**

Coronavirus Aid, Relief, and Economic Security Act Grant (Continued)

In consideration of the mutual covenants, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (the "Grant") to the County, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed.

# Definitions as used in this Agreement

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- C. "OMB" means the U.S. Office of Management and Budget.

### Project Scope

The County agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the County's final approved application, and the service plan on file at the State's offices and subsequent submittals, information, and documentation, provided by the County in support thereof, all as approved by State representatives. The County's application and service plan are incorporated into this Agreement.

# Project Budget

The State will fund up to 100% of eligible operating deficit incurred by the County during the Term to reimburse the County for the provision of public transportation and intercity bus service, as approved by the State for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Department's guidelines, as from time to time adopted.

In no event shall the State's funding participation under this Agreement exceed the total State Grant available for the Project. The maximum amount of operating and administrative assistance for the Project under this Agreement is \$363,042.

Coronavirus Aid, Relief, and Economic Security Act Program

Year Ended June 30, 2023 Notes to Financial Statements

# **NOTE 2: Grant Agreements (Continued)**

Coronavirus Aid, Relief, and Economic Security Act Grant (Continued)

# Project Budget (Continued)

The County further understands that the State shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the State results in receipt by the County from all sources a total amount in excess of 100% of the Project Costs, the State does not waive its right to require the County to promptly refund any excess funds provided under this Agreement. The determination of any refund due to the State will be made after project close-out and completion of an audit.

The County shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the County with prior notification of the Department. However, any amendment to the Uniform Budget should be in accordance with the provisions of Article VI and Article XXVI, Section 26.5 of this agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

# **NOTE 3: Contingencies**

# **Grant Revenues**

The Coronavirus Aid, Relief, and Economic Security Act grant program is created from funding from a state grant which is governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant program are subject to audit and adjustment by the granting agencies. Any disallowed claims resulting from such audits could become a liability of the County. In the opinion of the County, any such disallowed claims will not have a material adverse effect on the overall financial position of the County.

# **NOTE 4: Subsequent Events**

# **Grant Revenues**

As of June 30, 2023, the County was due \$0 from the Illinois Department of Transportation for the Coronavirus Aid, Relief, and Economic Security Act Grant.



# Kendall County Agenda Briefing

**Meeting Type:** Economic Development and Administration

**Meeting Date:** 12/20/2023

**Subject:** Hazard Mitigation Plan Status Update

**Prepared by:** Roger Bonuchi, Emergency Management Director

**Department:** Emergency Management

# **Action Requested:**

Review of proposed Hazard Mitigation Plan

**Board/Committee Review:** 

NA

**Fiscal impact:** 

None

# **Background and Discussion:**

Kendall County EMA has been working with American Environmental, IEMA, and FEMA since November 2022 on an update of our Hazard Mitigation Plan. A number of municipalities and other entities within Kendall County are also participants. We are moving toward our last step of the plan update process that will include requesting that the County adopt the Plan. Adoption will ensure that the County is eligible to apply for mitigation project funding from FEMA/IEMA in the future. Projects listed for the County are a wish list of what you'd like to see accomplished if funding becomes available. The Plan does not obligate the County to fund or complete the projects listed if funding does not become available. There is no downside to adopting the Plan. Other participating municipalities, fire districts, and police departments have the same steps and standing as the County. Following concurrence from the committee, the plan will begin the public review and IEMA and FEMA approval process. The plan would return to the County Board at a future date following review of those agencies.

# **Staff Recommendation:**

Review of proposed Hazard Mitigation Plan

# **Attachments:**

Draft Adoption Resolution - Kendall County.pdf

Kendall Co. HMP Update - Frequently Asked Questions.pdf

Kendall Co. Mitigation Action Tables - Kendall Co. AHMP Update.pdf

**Public Forum Adoption Process** 

# **Frequently Asked Questions**

# **Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan Update**

# 1) What is the Kendall County Multi-Hazard Mitigation Plan?

The Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan evaluates damage to life and property from natural and man-made hazards that have impacted the County and identifies projects and activities to reduce these damages. The Plan is considered to be multi-jurisdictional because it includes municipalities and other jurisdictions (townships, fire protection districts, schools, etc.) who want to participate.

# 2) What is hazard mitigation?

Hazard mitigation is any action taken to <u>reduce</u> the long-term risk to people and property from natural and man-made hazards **before** an event occurs.

# 3) Why is this Plan being updated?

The Plan update fulfills federal planning requirements of the Stafford Act as amended by the Disaster Mitigation Act and the Disaster Recovery and Reform Act. While meeting federal requirements, this Plan update also provides these benefits:

- Funding for mitigation projects and activities before disasters occur.
- Funding for projects and activities following declared disasters.
- Increased awareness about natural hazards and closer cooperation among the various organizations and political jurisdictions involved in emergency planning and response.

# 4) Who is updating this Plan?

The Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Planning Committee is updating the Plan with assistance from technical experts in emergency planning, environmental matters, and infrastructure. The Committee will include members from education, emergency services, municipal, township and county government, health care, and law enforcement.

# 5) How can I participate?

You are invited to attend public meetings of the Kendall County Multi-Hazard Mitigation Planning Committee. In addition, you are encouraged to provide photographs, other documentation, and anecdotal information about damages you experienced from natural and man-made hazards in Kendall County. Surveys will be available at participating jurisdictions and through Kendall County to help gather specific information from residents. All of this information will be used to update the Plan. The draft Plan update will be presented at a public forum for further public input.

More information can be obtained by contacting:

Roger Bonuchi, Director
Kendall County Emergency Management Agency
1102 Cornell Lane
Yorkville, IL 60560
(630) 553-4500

# (NAME of MUNICIPALITY or COUNTY), Illinois

Resolution No.
A Resolution of (NAME of MUNICIPALITY or COUNTY) adopting the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan
WHEREAS the (NAME of MUNICIPALITY or COUNTY BOARD/COUNCIL) recognizes the threat that natural and man-made hazards, including severe thunderstorms, severe winter storms, floods, and tornadoes among others, pose to people and property within (NAME of MUNICIPALITY or COUNTY); and
WHEREAS the (NAME of MUNICIPALITY or COUNTY) has prepared a multi-hazard mitigation plan, hereby known as the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, and the National Dam Safety Program Act, as amended; and
WHEREAS the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in (NAME of MUNICIPALITY or COUNTY) from the impacts of future hazards and disasters; and
WHEREAS adoption by the (NAME of MUNICIPALITY or COUNTY) demonstrates its commitment to hazard mitigation and achieving the goals outlines in the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan.
NOW THERFORE, BE IT RESOLVED BY (NAME of MUNICIPALITY or COUNTY), ILLINOIS, THAT:
The (NAME of MUNICIPALITY or COUNTY BOARD/COUNCIL) adopts the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan and agrees to participate in the annual maintenance and evaluation of the Plan.
ADOPTED by a vote of in favor and against, and abstaining, this day of, 2024.
CERTIFIED by (SIGNATURE) (NAME & TITLE)
ATTESTED by (SIGNATURE) (NAME & TITLE)

# What Happens Next – Public Forum and Adoption

- The **final meeting** of the Hazard Mitigation Planning Committee will be held as a **Public Forum** to **present the Plan update for review and comment**. Individuals in the community are invited to come and review the Plan.
  - We'll hold the Public Forum **in the evening,** from 5:00 p.m. to 7:00 p.m. on Tuesday, February 20<sup>th</sup> at the Oswego Fire Protection District Station 1 so that those who are interested have the opportunity to attend.
  - o It will be held as an **open house-style** public forum so that the public can come and go as they please.
- **Each participating jurisdiction will be provided an electronic copy** of the Plan update.
- The County will post the Plan update on its website and have a hard copy available for review at the EMA Office.
- There will be a **two-week comment period** following the public forum so those that are unable to attend can still provide input. Comments will be accepted through March 5<sup>th</sup>.
- ❖ Once the comment period is over, AEC will **take any comments we receive and incorporate them into the Plan update** and submit it to IEMA/FEMA.
- It will take anywhere between 2 to 4 months for IEMA and FEMA to complete their review of the Plan update. AEC will make any edits they request and then FEMA will issue what's called an Approval Pending Adoption (APA) letter.
- ❖ Once the County receives the APA letter, an email will be sent to participants with a model adoption resolution letting them know know that it's time to adopt the Plan update. Each participating jurisdiction will need to adopt the Plan by formal resolution to become eligible to apply for mitigation project fundings. We don't want to adopt the Plan before we receive the APA letter in case changes need to be made.
- ❖ Once the jurisdictions adopt the Plan, they will need to provide AEC with the signed resolution. AEC will then submit the resolutions to IEMA/FEMA who will issue the Final Approval letter which starts the clock on the 5 year update of the Plan

# Figure MIT-\_\_\_ Kendall County Hazard Mitigation Actions (Sheet 1 of \_)

(Sheet 1 of _)													
Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	Population Affected (Size, SVI, CEJST, and/or EDRC)§	Hazar Build	Effects of d(s) on ings & ructure Existing	Goal(s) Met	Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s) <sup>†</sup>	Status
Develop a list of at risk/socially vulnerable populations within the County in order to alert these individuals of hazard events and provide services such as check ins.	EC, EH, EQ, F, MMH, SS, SWS, T	С	LP&R E&A	Small SVI: 0.1222			4, 9	P2/P4	Low/High	Community Health Division & Environmental Health Division / Public Health Department	1-2 years	County	New
Partner with local fire departments/fire protection districts to distribute carbon monoxide detectors and public information on the risk to life and property associated with the natural and manmade hazards that impact the County and the proactive approaches they can take to reduce their risk.	DR, EC, EH, EQ, F, MMH, SS, SWS, T		E&A	Large SVI: 0.1222			4	P2/P4	Low/Medium	Emergency Response Specialist / Public Health Department	2-3 years	County	New
Strengthen professional workforce capabilities related to building code administration and enforcement activities by acquiring software and hardware to assist in building and structure permitting and enforcement.	EC, EH, F, SS, SWS, T	S&S	LP&R	Large SVI: 0.1222	Yes	Yes	1, 2, 6, 7, 8, 9	P1/P3	Medium/High	Planning, Building & Zoning Director	2-5 years	County / FEMA BRIC	New
Update Land Resource Management Plan for unincorporated areas of the County as well as the incorporated municipalities of Millbrook and Plattville.	F, SS	S&S	LP&R	Large SVI: 0.1222	Yes	Yes	2, 6, 7, 8	P2	Low/Medium	Planning, Building & Zoning Director	2-5 years	County	New

<sup>§</sup> Size refers to the general size of the population affected (i.e., small, medium, or large, while a Social Vulnerability Index (SVI) ranking of 0.6 or greater, a Climate and Economic Justice Screening Tool (CEJST) designation of "Yes", and/or an Economically Disadvantaged Rural Community (EDRC) designation of "Yes" identifies potentially underserved communities and/or socially vulnerable populations using the SVI, CEJST, and EDRC as described in Section 1.2.

Hazaı	Hazard(s) to be Mitigated:				unity Lifelines to be Mitiga	ited:		Type of Mitigation Activity:				
DR	Drought	MMH	Man-Made Hazard	C	Communications	H&M	Health & Medical	E&A	Education & Awareness	NSP	Natural Systems Protection	
EC	Extreme Cold	SS	Severe Storms	E	Energy (Power & Fuel)	S&S	Safety & Security	LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure	
EH	Excessive Heat	SWS	Severe Winter Storm	FWS	Food, Water, Shelter	T	Transportation				Projects	
EQ	Earthquake	T	Tornado	HM	Hazardous Material			Priority:				
F	Flood							Filority.				
•	11004							P1	High Priority	P3	Moderate Priority	
								P2	Significant Priority	P4	Important	

<sup>†</sup> Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of medium to large-scale activities/projects is unlikely due to the County's size (approx. 32,700 individuals in unincorporated areas), projected population growth and budgetary constraints. The County works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

# Figure MIT-\_\_\_ Kendall County Hazard Mitigation Actions (Sheet 2 of )

(816662 01 _)													
Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	Population Affected (Size, SVI, CEJST,	Hazaı Build Infrast	Reduce Effects of Hazard(s) on Buildings & Infrastructure		Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation &	Time Frame to Complete Activity	Funding Source(s) <sup>†</sup>	Status
				and/or EDRC)§	New	Existing				Administration			
Update the County's stormwater ordinance.	F, SS	S&S	LP&R	Large SVI: 0.1222	Yes	Yes	2, 6, 7	P2	Low/Medium	Planning, Building & Zoning Director	1-2 years	County	Existing (2011) No. 7
Implement a floodplain buyout program to acquire repetitive flood loss properties and remove existing structures in Black Hawk Springs and along the Fox River and Blackberry Creek in Oswego.	F	S&S	LP&R S&IP NSP	Small SVI: 0.1222		Yes	2, 4, 6	P1	Medium/High	Planning, Building & Zoning Director	2-5 years	County / FEMA BRIC FMA	Existing (2011) No. 13
Ensure all county-owned critical facilities are equipped with weather radios to establish a Communications Community Lifeline that notifies staff and residents of natural and manmade hazard event information.	EC, EH, EQ, F, MMH, SS, SWS, T		E&A	Small SVI: 0.1222			4	P2/P4	Low/High	EMA Director	1-5 years	County	Existing (2011) No. 1

<sup>§</sup> Size refers to the general size of the population affected (i.e., small, medium, or large, while a Social Vulnerability Index (SVI) ranking of 0.6 or greater, a Climate and Economic Justice Screening Tool (CEJST) designation of "Yes", and/or an Economically Disadvantaged Rural Community (EDRC) designation of "Yes" identifies potentially underserved communities and/or socially vulnerable populations using the SVI, CEJST, and EDRC as described in Section 1.2.

Hazard(s) to be Mitigated:					unity Lifelines to be Mitiga	ated:		Type of Mitigation Activity:				
DR	Drought	MMH	Man-Made Hazard	C	Communications	H&M	Health & Medical	E&A	Education & Awareness	NSP	Natural Systems Protection	
EC	Extreme Cold	SS	Severe Storms	E	Energy (Power & Fuel)	S&S	Safety & Security	LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure	
EH	Excessive Heat	SWS	Severe Winter Storm	FWS	Food, Water, Shelter	T	Transportation		_		Projects	
EQ	Earthquake Flood	T	Tornado	HM	Hazardous Material		•	Priority:			•	
Г	F1000							P1	High Priority	P3	Moderate Priority	
								P2	Significant Priority	P4	Important	

<sup>†</sup> Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of medium to large-scale activities/projects is unlikely due to the County's size (approx. 32,700 individuals in unincorporated areas), projected population growth and budgetary constraints. The County works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

# Figure MIT-\_\_\_ Kendall County Hazard Mitigation Actions (Sheet 3 of )

(8110000 01_)													
Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	Population Affected (Size, SVI, CEJST, and/or EDRC)§	Hazar Buildi	Effects of d(s) on ings & ructure Existing	Goal(s) Met	Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s) <sup>†</sup>	Status
Purchase and distribute weather radios to county residents to establish a Communications Community Lifeline.	EC, EH, EQ, F, MMH, SS, SWS, T		E&A	Small SVI: 0.1222			4	P2/P4	Low/High	EMA Director	1-5 years	County	Existing (2011) No. 2
Develop mutual aid agreements with local government entities to improve coordination and enhance emergency preparedness, response, recovery, and mitigation activities within the County.	EC, EH, EQ, F, MMH, SS, SWS, T	S&S	LP&R	Large SVI: 0.1222	Yes	Yes	1, 2, 4, 5	P1	Low/Medium	Chair County Board / EMA Director / Sheriff	2-5 years	County	Existing (2011) No. 4
Make public information materials available to residents that detail the risks to life and property associated with the natural and man-made hazards that impact the County, including the nearby nuclear facilities, and the proactive approaches they can take to reduce their risk.	DR, EC, EH, EQ, F, MMH, SS, SWS, T		E&A	Large SVI: 0.1222			3, 4	P2/P4	Low/Medium	EMA Director	1-5 years	County	New / Existing (2011) No. 5

<sup>§</sup> Size refers to the general size of the population affected (i.e., small, medium, or large, while a Social Vulnerability Index (SVI) ranking of 0.6 or greater, a Climate and Economic Justice Screening Tool (CEJST) designation of "Yes", and/or an Economically Disadvantaged Rural Community (EDRC) designation of "Yes" identifies potentially underserved communities and/or socially vulnerable populations using the SVI, CEJST, and EDRC as described in Section 1.2.

Hazaı	d(s) to be Mitigated:		<u>.</u>	Comm	unity Lifelines to be Mitiga	ited:		Type of Mitigation Activity:				
DR	Drought	MMH	Man-Made Hazard	C	Communications	H&M	Health & Medical	E&A	Education & Awareness	NSP	Natural Systems Protection	
EC	Extreme Cold	SS	Severe Storms	E	Energy (Power & Fuel)	S&S	Safety & Security	LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure	
EH	Excessive Heat	SWS	Severe Winter Storm	FWS	Food, Water, Shelter	T	Transportation				Projects	
EQ	Earthquake Flood	T	Tornado	HM	Hazardous Material			Priority:				
Г	11000							P1	High Priority	Р3	Moderate Priority	
								P2	Significant Priority	P4	Important	

<sup>†</sup> Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of medium to large-scale activities/projects is unlikely due to the County's size (approx. 32,700 individuals in unincorporated areas), projected population growth and budgetary constraints. The County works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

# Figure MIT-\_\_\_ Kendall County Hazard Mitigation Actions (Sheet 4 of )

(Sheet 1 of _)													
Activity/Project Description	Hazard(s) to be Mitigated	Community Lifeline(s) to be Mitigated	Type of Mitigation Activity	(Size, SVI, CEJST,	Hazar Buildi	Reduce Effects of Hazard(s) on Buildings & Infrastructure		Priority	Cost/Benefit Analysis	Organization / Department Responsible for Implementation &	Time Frame to Complete Activity	Funding Source(s) <sup>†</sup>	Status
				and/or EDRC)§	New	Existing				Administration			
Review new Flood Insurance Rate Maps (FIRMs) when they become available. Update the flood ordinance to exceed federal standards and reflect the revised FIRMs and present both for adoption. Enforce flood ordinance to ensure new development does not increase flood vulnerability or create unintended exposures to flooding.*	F	S&S	LP&R	Small SVI: 0.1222	Yes	Yes	2, 6, 7	P1	Low/High	Chair County Board / Planning, Building & Zoning Director	1-5 years	County	New
Continue to make the most recent Flood Insurance Rate Maps available at the Planning, Building & Zoning Department to assist the public in considering where to construct new buildings.*	F	S&S	E&A	Small SVI: 0.1222	Yes		2, 3, 4 6, 7	P2	Low/Medium	Planning, Building & Zoning Director	1-5 years	County	New
Continue to make County and Village officials aware of the most recent Flood Insurance Rate Maps and issues related to construction in a floodplain.*	F	S&S	E&A	Small SVI: 0.1222	Yes		3	P2	Low/Medium	Planning, Building & Zoning Director	1-5 years	County	New

<sup>§</sup> Size refers to the general size of the population affected (i.e., small, medium, or large, while a Social Vulnerability Index (SVI) ranking of 0.6 or greater, a Climate and Economic Justice Screening Tool (CEJST) designation of "Yes", and/or an Economically Disadvantaged Rural Community (EDRC) designation of "Yes" identifies potentially underserved communities and/or socially vulnerable populations using the SVI, CEJST, and EDRC as described in Section 1.2.

Hazard(s) to be Mitigated:				Comm	unity Lifelines to be Mitiga	ated:		Type of Mitigation Activity:				
DR	Drought	MMH	Man-Made Hazard	C	Communications	H&M	Health & Medical	E&A	Education & Awareness	NSP	Natural Systems Protection	
EC	Extreme Cold	SS	Severe Storms	E	Energy (Power & Fuel)	S&S	Safety & Security	LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure	
EH	Excessive Heat	SWS	Severe Winter Storm	FWS	Food, Water, Shelter	T	Transportation		_		Projects	
EQ	Earthquake Flood	T	Tornado	HM	Hazardous Material		-	Priority:				
Г	11000							P1	High Priority	P3	Moderate Priority	
								P2	Significant Priority	P4	Important	

<sup>†</sup> Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of medium to large-scale activities/projects is unlikely due to the County's size (approx. 32,700 individuals in unincorporated areas), projected population growth and budgetary constraints. The County works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

<sup>\*</sup> Mitigation action to ensure continued compliance with NFIP. The Kendall County Planning, Building & Zoning Department is responsible for the administration and enforcement of the County's ordinances regulating the development of land in the unincorporated areas of the County as well as the incorporated villages of Millbrook and Plattville. Therefore, projects related to continued compliance with the National Flood Insurance Program for Plattville will originate with the County.



# Kendall County Agenda Briefing

**Meeting Type:** Economic Development and Administration

**Meeting Date:** 12/20/2023

**Subject:** Animal Control Volunteer Waiver

Prepared by: Taylor Cosgrove

Department: Animal Control

# **Action Requested:**

Animal Control volunteer waiver update

# **Board/Committee Review:**

Economic Development & Administration Committee

# **Fiscal impact:**

none

# **Background and Discussion:**

Our volunteer waiver that is currently in use is missing a few items that need to be addressed and changed. The updated waiver includes changes pertaining to use of images in marketing and social media, as well as the employee volunteer addendum, that resolves our prior issues of county employees volunteering at animal control.

# **Staff Recommendation:**

N/A

# **Attachments:**

Attached is the new and updated version of our volunteer waiver to be used if approved moving forward. We have also attached the old version that is currently in use.

# THE COUNTY OF KENDALL FEBRUARY 19, 1841

# **Kendall County Animal Control**

630-553-9256 630-553-1615 Fax 802 John St. Yorkville, IL 60560

# **Acknowledgment and Waiver of Liability**

Date:		
Volunteer's Name :	Phone:	
Emergency contact person:	Phone:	
and/or its staff are not response understand that there are risks (including death), damages, or and/or any other activities that hereby fully release and discharpast, present and future board employees (collectively "Releat claims and any causes of action legal heirs, devisees, agents and agents, and assigns on account complete and irrevocable releated release the Released Parties for Parties' negligence and/or arist harmless Released Parties again fees and expenses) to the extenegligent acts or omissions contemergency, I authorize the Released presponsible for payment of any responsible for any loss or the Control and/or at Kendall Courshall remain in effect until I procontrol Director. By signing be Liability voluntarily, and I intention have read and fully understand	sible for ANY injuries or losses on or off of the premise of of physical injury, and I agree to assume the full risk of loss which I may sustain as a result of any activity involved I perform as a volunteer for the Kendall County Animal members, elected officials, department heads, insured seed Parties") from any and all liability (including attorning from injuries or illness (including death), damages or ad assigns may have or which may accrue to me, my left of my volunteering with the Kendall County Animal Coase and waiver of liability. Specifically, and without lime om any liability, claim or cause of action arising out of ing out of any act or omission by me. I further agree to install claims, damages and losses by third parties (including by me at Kendall County Animal Control. In the eased Parties to secure from any licensed hospital, physical deemed necessary for my immediate care and agree y and all medical services rendered. The Released Partifut of personal property brought to or left at the Kendal not Animal Control events. This Acknowledgment and the provide written notice of revocation in writing to the Kendal of the Animal Control events. This Acknowledgment and the provide written notice of revocation in writing to the Kendal of the Animal Control events. This Acknowledgment and the grant and every provision of this Acknowledgment and the grant and every provision of this Acknowledgment and the grant and every provision of this Acknowledgment and the grant and every provision of this Acknowledgment and the grant and every provision of this Acknowledgment and the grant and every provision of this Acknowledgment and the grant and every provision of this Acknowledgment and the grant and every provision of this Acknowledgment and the grant and every provision of this Acknowledgment and the grant and the gran	es. I further of any injuries olving animals hal Control. I do Control and their ers, agents, and heys' fees and costs), r loss which I, my gal heirs, devisees, control. This is a litation, I hereby the Released o indemnify and hold cluding attorneys' ny willful or he event of any ysician and /or ee that I will be hies are not Il County Animal Waiver of Liability hall County Animal ment and Waiver of hease of liability. I and Waiver of

# KENDALL COUNTY ANIMAL CONTROL



802 John Street Yorkville, Illinois 60560

> T: 630-553-9256 F: 630-553-1615

# VOLUNTEER ACKNOWLEDGEMENT AND WAIVER AND RELEASE OF LIABILITY

(to be completed by all individuals before volunteering at Kendall County Animal Control)

Date:		
Volunteer's Name:		
Volunteer's Address:		
Volunteer's Phone:	Volunteer's Email Address:	
Emergency Contact Person's Name:	Emergency Contact's Phone:	

In consideration for being permitted to volunteer at the Kendall County Animal Control Department, the undersigned agrees to the following terms and conditions:

- **1.** <u>Volunteer Requirements.</u> While volunteering at the Kendall County Animal Control, I will follow the directives of Kendall County staff, and I will wear all required safety equipment/gear requested by Kendall County staff.
- **Example 2. Kendall County Employee.** If I am a current employee of Kendall County, I understand that I must fully complete and sign the Employee Addendum attached to this Volunteer Acknowledgment and Waiver and Release of Liability ("Waiver"), which shall be fully incorporated into this Waiver by reference herein.
- 3. Acknowledgment and Acceptance of Risks. I understand that volunteering at the Kendall County Animal Control involves certain risks. I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others while volunteering at the facility. By signing my name below, I affirm that I am volunteering with knowledge of the hazards and potential dangers involved, and I agree to accept all risks set forth above. I understand that Kendall County, its elected officials, employees, volunteers, insureds, successors, and assigns (hereinafter collectively referred to as "Releasees") cannot eliminate all risks or guarantee my safety while volunteering at Kendall County Animal Control. I understand that I am solely responsible for knowing my own physical condition and my ability to participate in this volunteer opportunity.
- 4. Waiver and Release of Claims. Knowing the risks described above, I agree, on behalf of myself and my family, heirs, assigns, and personal representative(s) to assume all the risks surrounding my volunteer services at Kendall County Animal Control. I understand and agree that I am fully responsible for the consequences of my actions. I hereby release, hold harmless and agree to indemnify and defend (with counsel of Releasees' own choosing) the Releasees from and against any present or future claims, losses, liabilities, costs and expenses (including, but not limited to attorneys' fees, expert fees, and court costs) for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, resulting from any cause while volunteering for Kendall County and Kendall County

Animal Control. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in their defense shall not remove my 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. This is a complete and irrevocable release and waiver of liability.

- 5. <u>Authorization to Seek Emergency Medical Treatment.</u> I authorize the Releasees to seek emergency medical treatment on my behalf in case of injury, accident, or illness to me arising from my volunteering with Kendall County Animal Control. I understand that I will be responsible for payment in full of all medical, dental and vision care expenses and for all other expenses and damages that I sustain from such injury, accident and/or illness.
- 6. <u>Consent to Record/Photograph</u>. By signing my name below, I hereby consent for Kendall County, Illinois and its elected officials, employees, and agents to record, videotape and photograph my image and/or voice (collectively referred to as my "image") to be used for informational and marketing materials published by Kendall County and its Kendall County Animal Control. By signing below, I affirm that I understand no special compensation will be provided to me for use of my image and that I will not receive advance notice before my image is used for these purposes. I understand this consent can be revoked at any time by sending written notice to the Kendall County Animal Control Director, 802 John Street, Yorkville, Illinois 60560.
- 7. <u>Loss or Theft of Personal Property</u>. By signing below, I affirm that Releasees are not responsible for any loss or theft of my personal property brought to and/or left at Kendall County Animal Control and/or at Kendall County Animal Control events.
- **Entire Agreement.** This Waiver represents the entire agreement between the parties regarding its subject matter and there are no other promises or conditions in any other agreement whether oral or written. This Waiver supersedes any prior written or oral agreements between the parties regarding its subject matter and may not be modified except in writing acknowledged by both parties.
- **Choice of Law and Venue.** This Waiver shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- **No Employment Contract.** By signing below, I acknowledge that my execution of this Waiver and participation in the volunteer opportunity with Kendall County Animal Control in no way creates a contract of employment with Releasees. I am participating in this volunteer opportunity without promise, expectation, and/or receipt of any compensation or benefits from Kendall County.

I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

Volunteer's Signature	Date	_

# KENDALL COUNTY ANIMAL CONTROL



802 John Street Yorkville, Illinois 60560 T: 630-553-9256

F: 630-553-1615

# EMPLOYEE ADDENDUM TO VOLUNTEER ACKNOWLEDGEMENT & WAIVER OF LIABILITY

(to be completed by any current Kendall County employee requesting to volunteer at Kendall County Animal Control during their non-compensated time)

Da	te:	
Vo	lunteer's Name:	-
	m currently employed by Kendall County, Illinois and/or e of its elected offices.	Yes No
	you checked "yes", please complete and return this Employed ntrol before performing any volunteer services.	e Addendum Form to Kendall County Animal
signe	undersigned agrees to the following terms and conditions, whi ed Kendall County Animal Control Volunteer Acknowled aiver"):	
1.	I currently work at Kendall County	("Employer").
2.	My current job title is:	
3.	I am requesting to volunteer at Kendall County Animal request is made freely and without coercion.	Control during my non-working time, and my
4.	My volunteer hours will occur only during non-compensate	ed, non-working time.
5.	While volunteering at Kendall County Animal Control same type of services that I perform and/or am assigne collectively referred to as "same services"). I must import their designee if I am asked to perform the same services.	ed to perform for my Employer (hereinafter nediately notify the Animal Control Director
6.	My volunteer hours at Kendall County Animal Control are applied toward benefits and/or service credits by my En compensation for my volunteer services with Kendall County	nployer. I affirm that I am not receiving any
7.	By signing below, I affirm that I have reviewed all the abo	ve with my Employer.
Vol	unteer's Signature	Date
Revi	iewed by:	
	Employer's Signature	 Date

Receivea by Kenaau County Animai Control:	
Witness (Printed Name)	
Witness (Signature)	
 Date	



# Financial Statements FY23 November 2023

# KENDALL COUNTY ANIMAL CONTROL FUND #1301 Statement of Revenues And Expenditures 11/30/2023

				CURRE	Y TV	EAR		PF	PRIOR YEAR		VARIANCE	
		FY23 Budget	N	lovember Actual		FY23 YTD	YTD Percent of Budget		FY22 YTD		23 YTD v. Y22 YTD	
Fines & Fees	\$	20,000	\$	5,932	\$	59,088	295.4%	\$	22 100	¢	26 900	
	Ф		Ф	5,932	Ф	12		Ф	32,189	\$	26,899	
Miscellaneous		300					4.0%		108		(96)	
Donations		5,000		40.070		3,283	65.7%		1,234		2,049	
Rabies Tags Sold		300,000		13,678		256,544	85.5%		250,805		5,739	
Intact Registration Fee		13,000		1,290		12,375	95.2%		8,898		3,477	
Transfer In from State Pet Fund						-						
Total Revenue	\$	338,300	\$	20,900	\$	331,302	97.9%	\$	293,234	\$	38,067	
EXPENDITURE			1		ı					1		
Salary - Other	\$	119,808	\$	7,838	\$	87,889	73.4%	\$	63,042	\$	24,847	
Salary - Administrator		6,500		500		6,300	96.9%		6,500		(200)	
Salary - Animal Control Warden		61,800		4,615		56,538	91.5%		50,769		5,769	
Salary - Assistant Warden		41,600		3,520		44,352	106.6%		41,762		2,590	
Overtime		500		-		265	53.0%		693		(428)	
Office Supplies		1,200		126		1,376	114.7%		1,024		352	
Postage		1,600		66		1,499	93.7%		1,565		(66)	
Training		2,000				188	9.4%		240		(52)	
Telephone & Pager		1,200		84		1,013	84.4%		805		208	
Contractual Service		6,000				363	6.0%		-		363	
Equipment		3,500				3,044	87.0%		2,026		1,018	
Vehicle Maintenance		1,600				1,737	108.6%		350		1,388	
Gasoline/Fuel/Oil		600		139		1,194	199.0%		303		891	
Uniforms		750				594	79.2%		374		220	
Refunds		500							940			
Observation/Disposal		500				62	12.3%		200		(138)	
Microchips		1,500				1,052	70.1%		1,375		(323)	
Volunteers/Public Relations		1,000				587	58.7%		-		587	
Neuter/Spay Fees		,		70		_	100.0%		_		_	
Rabies Tags		2,500				2,377	95.1%		2,313		64	
Transportation, Board & Care		10,000		3,036		9,904	99.0%		6,196		3,707	
Kennel Improvements		10,000		0,000		0,004	33.070		-		- 0,707	
Capital Expenditures												
Total Operating Expenditure	\$	264,658	\$	19,995	\$	220,333	83.3%	\$	180,476		39,857	
	Ψ	201,000	Ψ	10,000	*	220,000	33.370	•	100, 110		33,337	
Transfer to Conoral Fund	¢	25 200	ø	11 500	æ	24 424	C0 C0/	ď	E0 000	¢	(06.004)	
Transfer to General Fund	\$	35,200	\$	11,590	\$	24,134	68.6%	\$	50,968	\$	(26,834)	
Transfer to IMRF Fund		17,075		939		11,386	66.7%	-	11,333		53	
Transfer to SS Fund		13,000		1,260		15,172	116.7%	-	12,541		2,631	
Transfer to Building Fund		15,000		15,000		15,000			35,050			
Total Transfers Out	\$	80,275	\$	28,790	\$	65,693	81.8%	\$	109,892	\$	(24,150)	
Total Expenditure & Transfers Out	\$	344,933	\$	48,784	\$	286,026	82.9%	\$	290,369	\$	15,707	
Total Revenue Over/(Under)	<b>,</b>	(0.000)	<b>.</b>	(07.00.44	¢	45.070	000 00/	<b>.</b>	0.000	•	40 444	
Expenditure	\$	(6,633)	Þ	(27,884)		45,276	-682.6%	\$	2,866	<b>Þ</b>	42,411	

# KENDALL COUNTY ANIMAL CONTROL FUND #1301 FUND (CASH) BALANCE FY 2023

MONTH	FY23 Monthly REVENUE OVER/(UNDER) EXPENSES	FY23 FUND (CASH) BALANCE	FY22 Monthly REVENUE OVER/(UNDER) EXPENSES	FY22 FUND (CASH) BALANCE
Beginning Fund (Cash) Balance		\$ 153,804		\$ 159,477
December-22	\$ 10,068	163,872	\$ (6,190)	153,287
January-23	15,569	179,441	21,276	174,563
February-23	22,472	201,913	392	174,955
March-23	5,701	207,614	4,448	179,403
April-23	(10,885)	196,729	6,407	185,809
May-23	9,548	206,277	5,664	191,473
June-23	14,436	220,713	14,073	205,546
July-23	6,294	227,007	1,276	206,822
August-23	11,574	238,581	11,342	218,164
September-23	1,487	240,068	10,828	228,992
October-23	(8,149)	231,919	(4,195)	224,798
November-23	(27,885)	204,033	(70,994)	153,804
Fund (Cash)	\$ 50,229		\$ (5,673)	
YTD Fund Balance		\$ 204,033		\$ 153,804

# KENDALL COUNTY ANIMAL CONTROL Statement of Revenues And Expenditures 11/30/2023

# **Animal Medical Care Fund #1302**

	FY23 Budget				YTD Percent of Budget	Fund Balance		
Beginning Balance	\$	16,300				FY13	\$250	
						FY14	21,935	
<u>Revenue</u>						FY15	33,497	
Donations & Receipts		10	188	5,508	55077.9%	FY16	32,810	
Total Revenue		10	188	5,508	55077.9%	FY17	32,325	
						FY18	26,165	
Expenditure						FY19	20,132	
Animal Medical Care Expenses		3,000	-	3,266	108.9%	FY20	18,939	
Heartworm Testing		500	-	138	27.5%	FY21	18,050	
FeLuk/FIV Testing		750	-	437	58.3%	FY22	\$ 16,300	
Total Expenditure		4,250	-	3,840	90.4%		, ,	
Ending Balance	\$	12,060	\$ 188	1,667	<u>-</u>			

# **County Animal Population Control Fund #1309**

		FY23 Budget		vember ctual	YTD Actual	YTD Percent of Budget	Fund Balance	
Beginning Balance	\$	114,739					FY11	46,246
							FY12	60,939
Revenue							FY13	64,358
Fees		12,000		2,490	19,028	158.6%	FY14	71,549
Total Revenue		12,000		2,490	19,028	158.6%	FY15	83,094
							FY16	97,935
<u>Expenditure</u>							FY17	106,508
Spay/Neuter Fees - Targeted Dogs/Cats		10,000		-	9,528	95.3%	FY18	108,859
Spay/Neuter Fees - Adopted Dogs/Cats		30,000		4,825	31,960	106.5%	FY19	117,265
Total Expenditure		40,000		4,825	41,488	103.7%	FY20	115,665
							FY21	114,716
Ending Balance	\$	86,739	\$	(2,335)	(22,460)	_	FY22	114,739

# **Animal Control Capital Fund #1400**

	FY23 Budget		November Actual		YTD Actual	YTD Percent of Budget	Fund	Fund Balance	
Beginning Balance	\$	42,131					FY11	87,769	
Expenditure							FY13	46,762	
Expense - Building Improvements		10,000	-				FY14	51,661	
Capital Expenditure		2,500	-		(3,800)	-152.0%	FY15	69,276	
Total Expenditure		12,500	-		(3,800)	-30.4%	FY16	125,571	
·							FY17	134,712	
Transfers In							FY18	142,293	
Transfers In - from Animal Control Fund		15,000	15,000	)	15,000	100.0%	FY19	113,553	
Total Transfers In		15,000	15,000	)	15,000		FY20	3,551	
							FY21	23,607	
Ending Balance	\$	44,631	\$ 15,000	) \$	18,800		FY22	\$ 42,131	

### Kendall County Economic Development Commission Loan Status 11/30/2023

		A		В	C	D		E
	Last Pymt	Monthly Payment		Total Pa	id		Bank To	otals
Account Name	Loan Date	Principal	Interest Rate	Principal	Interest	Principal Balance	Interest Earned	Bank Balance includes I earned
Surplus - EDC BB #815-535							447,667.95	925,342.59
Law Office Corporation								
Payment: #92/242	11/1/2023	104.34		480.67	98.38			
Loan Status: Midland State Bank	3/11/2015	450.56 <u>120,000.00</u> 120,450.56	1.50%	36,133.13	11,410.61	84,317.43	124.34	48,247.13
Lucky's Beef N Dogs								
Payment: #49/176	11/9/2023	225.00		164.96	60.44			
Loan Status: BB 286	5/23/2017	32,086.20	2.90%	7,406.02	3,243.98	24,680.18		12,766.96
Grace Holistic Center for Education								
Payment: #32/84	10/31/2023	1,332.63		1,154.66	177.97			
Loan Status: Midland State Bank	5/1/2021	100,000.00	3.25%	35,443.23	7,200.93	64,556.77	50.27	42,694.43
Camp Mutty Paws								
Payment: #19/84	11/22/2023	727.10	3.50%	572.31	127.69		11.43	14,229.53
Loan Status: Midland State Bank	5/1/2022	54,100.00		10,893.81	2,570.09	43,206.19		
Minooka Water Project	2/7/2023		1.00%					750,000.00
Total Loan Statuses		306,636.76		89,876.19	24,425.61	216,760.57	447,792.29	1,793,280.64

Total Assets (D +E) 2,010,041.21