

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday, August 18, 2020 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
  - A. Approval of County Board Minutes from July 21, 2020
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$ 1,093,049.45
  - D. Approve Resolution granting the Kendall County Sheriff authority to enter into police service agreement on behalf of Kendall County for 2 years
  - E. Approval of COVID-19 Public Assistance Grant
  - F. Approval of a Contract between Kendall County and the Executive Offices for US Trustees to Provide Meeting Space for the Office of the United States Trustee in Yorkville, IL to Conduct Section 341 Meetings of Debtors and Creditors in a total amount of \$4,200 for the period of October 1, 2020 through September 30, 2021
  - G. Approval of an Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, Comprehensive Plan and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall
  - H. Approval of Stormwater Related Citation Letter
  - I. Authorize County Board Chairman and County Clerk to execute Local Public Agency Agreement for Federal Participation for Eldamain Road Contract B construction
  - J. Resolution Appropriating Funds for the Improvement of Eldamain Road – Contract B
  - K. Approval to Transfer the use of a 2014 GMC Sierra ½ Ton 2WD Pickup Truck from the Highway Department to the Sheriff's Office
  - L. Approval of Kendall County Census Grant Award Round 2 in the Amount of \$18,000
  - M. Approval of Local Coronavirus Urgent Remediation Emergency Support Program ("Local CURE Program") Financial Support Conditions and Certification # 20-491044
  - N. Approval to Set the County Administrator as the Primary Local Government Contact for the Local CURE Program
  - O. Approval of a Resolution Granting the Kendall County Administrator Signature Authority for the Local CURE Program on Behalf of Kendall County, Illinois
8. Old Business
9. New Business
10. Elected Official Reports & Other Department Reports
  - A. Sheriff
  - B. County Clerk and Recorder
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
11. Standing Committee Reports
  - A. Facilities
    1. Approval of a Contingency Budget not to exceed \$50,000.00 for the Remodeling of the Kendall County 111 W Fox St Campus
    2. Approval of Change Orders for the Remodeling of the Kendall County 111 W Fox St Campus in an amount not to exceed \$5,000 to be made by a Consensus of Facilities Chairman, County Administrator, Facilities Management Director, and Technology Services Director and for Change Orders in an amount not to exceed \$29,000 made by a majority vote of the Facilities Committee
  - B. Admin/HR

1. Approval of an Ordinance of the County of Kendall Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the County and the Town of Normal, McLean County, Illinois (“Normal”), and Authorizing Normal to Exercise the Powers of the County of Kendall in Connection with an MCC Program and a Loan Finance Program
  2. Approval of an Intergovernmental Cooperation Agreement by and Between Town of Normal, McLean County , Illinois and County of Kendall, Illinois for the Approval of MMC Program and a Loan Finance Program
  3. Approval of an Ordinance Amending Article III of the Kendall County Board Rules of Order Pertaining to Regular & Special Board Meetings
12. Special Committee Reports
  13. Other Business
  14. Chairman’s Report

**Appointment**

Stephanie Funkhouser (replacing Gabriella Shanahan) – 708 Mental Health Board – Expires September 2022

15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
July 21, 2020**

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, July 21, 2020 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers (remote call in), Scott Gengler (remote call in), Judy Gilmour, Audra Hendrix (remote call in), Matt Kellogg, Matt Prochaska and Robyn Vickers (remote call in). Members absent: Tony Giles.

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

**THE AGENDA**

Member Cesich moved to approve the agenda. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting. **Motion carried.**

**SPECIAL RECOGNITION**

**Honoring Floyd Dierzen**

Chairman Gryder recognized Floyd Dierzen for his 56 years of leadership and dedication to the citizens of the Village of Newark and the County of Kendall.

**Member Prochaska**

Chairman Gryder honored Member Prochaska for becoming Membership Champion of the Year through NACo

**PUBLIC HEARING**

**Downstate Small Business Stabilization**

Chairman Gryder opened the public hearing for proposed Downstate Small Business Stabilization applications funded by Community Development Block Grant (CDBG) funds. Mr. Gryder explained that this is a program from the Illinois Department of Commerce and Economic Opportunity that is providing funds for 60 days of working capital to small businesses. Non-essential for profit private small businesses with 50 or fewer employees are allowed to apply with some exceptions. The application must be through a unit of local government in order to administer the funds. A participation agreement between the County and the business is to be put in place to define the partnership. Funds will not need to be repaid as long as the business remain open for at least 60 days or reopen and retained or reemploy current jobs next year. Application received from Emerson Creek Events and Brentwood Operations. No comments from the public, Chairman Gryder closed the public hearing.

**CONSENT AGENDA**

Member Prochaska moved to approve the consent agenda of **A)** county board minutes from June 16, 2020; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$2,071,190.65; **D)** Resolution to appoint Judges of Elections; **E)** setting the salary for the Kendall County Public Defender in the amount of \$161,064 effective July 1, 2020; **F)** Chicago HIDTA Security Office and Facility Manager service contract with Kendall County as the fiduciary Agent effective August 5, 2020 through August 4, 2022 in the amount of \$66,000; **G)** Petition 2012-13 request from the Kendall County Planning, Building and Zoning Committee for a resolution designating the Zoning Administrator and his/her designee as the Administrator of the Kendall County Stormwater Management Ordinance; **H)** release the July 13, 2020 Kendall County Planning, Building and Zoning Committee Executive Session meeting minutes; **I)** Resolution approving the low bid of Homer Tree Service in the amount of \$20,475 for tree removal on Eldamain Road; **J)** Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the village of Oswego for installing pedestrian signals and signs at the intersection of Plainfield Road (County Highway 22) and Woolley Road (2020); **K)** Resolution of Support for Emerson Creek Events Downstate Small Business Stabilization Program Application; **L)** Participation Agreement between Kendall County and Emerson Creek Events; **M)** Resolution of Support for Brentwood Operations Downstate Small Business Stabilization Program Application; **N)** Participation Agreement between Kendall County and Brentwood Operations. Member Cesich seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

**C) COMBINED CLAIMS:** ADMIN \$1,354.81; ANML CNTRL WRDN \$21,973.60; ASSMTS \$46.07; BEHAV HLTH \$9,822.46; CAP EXP \$27,814.27; CIR CLK \$174.23; CIR CRT JDG \$3,461.24; COMB CRT SVS \$535.67; COMM ACTN SVS \$34,503.47; COMM HLTH \$3,139.87; CRNR \$4,112.98; CORR \$27,655.00; CNTY ADMIN \$5,996.09; CNTY BRD \$41,167.34; CNTY CLK \$43,000.34; HIGHWAY \$872,617.94; ELCTN \$1,076.12; EMA \$1,142.09; EMPL BFITS \$7,100.00; ENVIRO HLTH; \$3,246.73; FCLT MGMT \$ 58,803.55; FRMLND \$104.78; FP DIR \$24.99; GIS \$28,045.17; JURY COMM \$368.52; PBZ SNR \$882.91; PBZ \$7,086.26; PSTGE \$1,492.98; PRSDG JDGE \$12,244.01; PROB SVS \$14,389.83; PRGM SUPP \$929.20; PUB DEF \$2,295.15; ROE \$6,386.00; SHF \$70,595.72; STATES ATTY \$16,043.59; TECH \$13,698.10; TRSR \$386.53; UTIL \$16,624.62; VET \$305.21; FP \$217,388.18; SHF \$22,923.86; SHF \$62,500.57; SHF \$407,730.90

**D)** A complete copy of Resolution 20-38 is available in the Office of the County Clerk.

**G)** A complete copy of Resolution 20-39 is available in the Office of the County Clerk.

**I)** A complete copy of Resolution 20-40 is available in the Office of the County Clerk.

**J)** A complete copy of IGAM 20-46 is available in the Office of the County Clerk.

**K)** A complete copy of Resolution 20-41 is available in the Office of the County Clerk.

**L)** A complete copy of IGAM 20-47 is available in the Office of the County Clerk.

**M)** A complete copy of Resolution 20-42 is available in the Office of the County Clerk.

**N)** A complete copy of IGAM 20-48 is available in the Office of the County Clerk.

## NEW BUSINESS

### Gateway Foundation Inc.

Member Gilmour moved to approve the agreement between Kendall County and the Gateway Foundation Inc. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting. **Motion carried.**

## ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

### Sheriff

Sheriff Baird did not have a report.

### County Clerk

Revenue Report		6/1/20-6/30/20	6/1/19-6/30/19	6/1/18-6/30/18
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$1,251.00	\$835.50	\$836.50
MARFEE	County Clerk Fees - Marriage License	\$2,220.00	\$1,890.00	\$2,190.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$50.00		
CRTCOP	County Clerk Fees - Certified Copy	\$1,776.00		
NOTARY	County Clerk Fees - Notary	\$345.00		
MISINC	County Clerk Fees - Misc	\$65.00	\$2,337.50	\$5,943.12
	County Clerk Fees - Misc Total	\$5,707.00	\$5,063.00	\$8,969.62
RECFEE	County Clerk Fees - Recording	\$41,902.00	\$28,726.00	\$27,540.00
	Total County Clerk Fees	\$47,609.00	\$33,789.00	\$36,509.62
CTYREV	County Revenue	\$41,736.75	\$44,260.00	\$49,940.25
DCSTOR	Doc Storage	\$24,660.00	\$16,633.50	\$16,509.50



GISMAP	GIS Mapping	\$78,030.00	\$28,084.00	\$27,857.00
GISRCD	GIS Recording	\$5,202.00	\$3,512.00	\$3,483.00
INTRST	Interest	\$24.24	\$15.03	\$24.36
RECMIS	Recorder's Misc	\$1,041.00	\$4,167.00	\$3,239.75
RHSP	RHSP/Housing Surcharge	\$22,518.00	\$15,039.00	\$15,057.00
TAXCRT	Tax Certificate Fee	\$1,040.00	\$1,640.00	\$1,560.00
TAXFEE	Tax Sale Fees	\$601.00	\$0.00	\$75.00
PSTFEE	Postage Fees		\$0.00	\$0.00
CK # 18895	To KC Treasurer	\$222,461.99	\$147,139.53	\$154,255.48

County Clerk Debbie Gillette spoke about and answered questions regarding the upcoming changes in the Election Law.

#### Treasurer

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

#### **Kendall County General Fund**

#### QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR SEVEN MONTHS ENDED 06/30/2020

	Annual	2020 YTD	2020 YTD	2019 YTD	2019 YTD
<u>REVENUES*</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Actual</u>	<u>%</u>
Personal Property Repl. Tax	\$390,000	\$236,005	60.51%	\$257,450	69.58%
State Income Tax	\$2,300,000	\$1,473,583	64.07%	\$1,654,826	74.49%
Local Use Tax	\$700,000	\$546,432	78.06%	\$479,281	69.97%
State Sales Tax	\$550,000	\$334,002	60.73%	\$297,019	54.00%
County Clerk Fees	\$325,000	\$231,228	71.15%	\$175,358	53.96%
Circuit Clerk Fees	\$1,350,000	\$609,581	45.15%	\$385,834	48.23%
Fines & Foreits/St Atty.	\$300,000	\$160,372	53.46%	\$132,030	40.62%
Building and Zoning	\$68,000	\$66,500	97.79%	\$47,510	69.87%
Interest Income	\$200,000	\$125,655	62.83%	\$181,427	120.95%
Health Insurance - Empl. Ded.	\$1,266,656	\$714,054	56.37%	\$701,648	55.45%

1/4 Cent Sales Tax	\$3,105,000	\$1,777,219	57.24%	\$1,750,726	56.38%
County Real Estate Transf Tax	\$425,000	\$288,621	67.91%	\$224,486	52.82%
Federal Inmate Revenue	\$2,044,000	\$1,328,880	65.01%	\$1,296,225	80.08%
Sheriff Fees	<u>\$170,000</u>	<u>\$59,884</u>	<u>35.23%</u>	<u>\$95,072</u>	<u>53.61%</u>
<b>TOTALS</b>	<b>\$13,193,656</b>	<b>\$7,952,015</b>	<b>60.27%</b>	<b>\$7,678,892</b>	<b>63.54%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,324,000</b>	<b>\$3,068,322</b>	<b>57.63%</b>	<b>\$3,057,148</b>	<b>58.57%</b>
<b>Transportation Sales Tax</b>	<b>\$6,000,000</b>	<b>\$3,068,322</b>	<b>51.14%</b>	<b>\$3,057,148</b>	<b>61.14%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later.

To be on Budget after 7 months the revenue and expense should at 58.33%

Treasurer Jill Ferko stated that Sales Tax is down slightly. 873 COVID waivers were received with penalties waived in the amount of \$93,391.59.

#### State's Attorney

State's Attorney Eric Weis stated that they had their first jury trials since the County opened back up. Mr. Weis gave a 6 month report on the Domestic Violence Response Team – 72 cases staffed, 16 Orders of Protection assisted and 2 put into housing. They are finishing the policy and manual for the Mental Health Court to send to the State to get certification. Hope to be up and running by the end of the year.

#### Coroner

Description	**	June 2020	Fiscal Year-to-Date	June 2020
Total Deaths		29	233	25/165
Natural Deaths		22	215	22/155
Accidental Deaths		3	10	1/3
Pending		2	2	0/0
Suicidal Deaths		2	6	2/6
Homicidal Deaths		0	0	0/0
Toxicology		7	21	3/13
Autopsies		3	15	1/10
Cremation Authorizations		17	144	13/98

Scenes Responded to:	Transported by Coroner's Office:	External Examinations:
8	8	5

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(S):

- 06/10/2020 – Plano – 52yo, Male, Gunshot Wound to the Head
- 06/19/2020 – Yorkville - 22yo, Male, Hanging

(A):

- 06/13/2020 – Yorkville – 23yo, Male, Overdose Death
- 06/30/2020 - Yorkville – 25yo, Male, Passenger, Automobile vs Tree Collision
- 06/30/2020 – Yorkville – 46yo, Male, Driver, Automotive vs Tree Collision

(P):

1. 06/20/2020 – Montgomery – 60yo, Male, Pending
2. 06/23/2020 – Oswego – 44yo, Male, Pending

#### **PERSONNEL/OFFICE ACTIVITY:**

1. Intern, Maggie Klemm, began working in the office 6/1/2020. Maggie is studying Forensic Anthropology at Western Carolina University in North Carolina.
2. Chief Deputy Coroner Gotte provided orientation training for the new KCSO Corrections Officers on June 18.
3. A total of 20.5 community service hours were served in June.

#### **Health Department**

Executive Director RaeAnn VanGundy reported the number of COVID cases 1,184, 823 in recovery, and 23 deaths. Face coverings are recommended. Ms. VanGundy spoke about how they are reaching out to the public and contacting those that have contracted the virus.

#### **Supervisor of Assessment**

Supervisor of Assessment Andy Nicoletti stated that 457 disabled persons forms were sent out, 392 disabled veterans 70% or greater, 82 50-69% and 79 30-49% accounting for \$30,348,902 in EAV shifted someplace else. Members discussed the farmland review and the acceptance of the State's number.

### **STANDING COMMITTEE REPORTS**

#### **Facilities**

##### **Change Order**

Member Kellogg moved to approve the change order #1 – price change for additional design of Mechanical System for the Kendall County Board room in the amount of \$9,650.00. Member Hendrix seconded the motion.

Facilities Director Jim Smiley explained that the conference room was not in the original plan and this includes filters and UV light into the HVAC system.

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

#### **Highway**

##### **Professional Services Agreement**

Member Gengler moved to approve the Professional Services Agreement with HR Green for Phase II Engineering of Eldamain Road Extension – supplement #4 in the amount of \$123,551. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-50 is available in the Office of the County Clerk.

#### **Law Justice Legislation**

##### **Memorandum of Agreement**

Member Prochaska moved to approve a Memorandum of Agreement between the Kendall County Emergency Management Agency and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-51 is available in the Office of the County Clerk.

#### **Administration/HR**

##### **Vacation Accumulation**

Member Hendrix moved to approve a temporary non-precedential addition to Section 6.1.C – maximum vacation accumulation due to COVID-19. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## **OTHER BUSINESS**

### **Census**

Member Vickers reported that Kendall County is 3<sup>rd</sup> in the State for census response. They will be putting up yard signs and 4x4 highway signs looking for locations. Enumerating will begin in Oswego on July 30, 2020; everywhere else on August 11, 2020.

### **Chairman's Report**

Member Kellogg moved to approve the appointments. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### **Appointment(s)**

Jamal Williams –Merit Commission – 5 year term –expires July 2025  
Ken Holmstrom – Oswego Fire District – 3 year term – expires April 2023  
Rodger Long – Oswego Fire District – 3 year term – expires April 2023

### **PUBLIC COMMENT**

Todd Milliron commented on the vote by mail applications that will be returned undeliverable, filling out the senior exemption every year and Na Au Say Township census results so far.

### **ADJOURNMENT**

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

Approved and submitted this 22nd day of July, 2020.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes for Thursday, July 30, 2020**

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**Call to Order** - Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 4:38p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Present		
Scott Gryder	Present		
Audra Hendrix	<b>ABSENT</b>		
Matt Kellogg	Yes		
Matthew Prochaska	Here		

**Others Present** – Latreese Caldwell, Scott Koeppel, Sheriff Dwight Baird, Commander Jason Langston, Commander Bobby Richardson

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

**Approval of Forwarding Claims for Final County Board Approval** – Member Prochaska made a motion to forward the claims to the County Board for final approval, second by Member Cesich. **With four members present voting aye, the motion carried by a vote of 4-0.**

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

**Items from Other Committees**

From Law, Justice and Legislation Committee:

*Discussion and Approval of Body Worn Cameras for Patrol and Corrections* – Commander Langston and Sheriff Baird answered questions regarding body worn cameras for Patrol and Corrections deputies. Sheriff Baird stated that this item has been in the 5-year capital plan for numerous years, and is in the plan for 2021. Sheriff Baird said that with KenCom providing the funds to purchase radios, the \$98,000 delegated for the radio purchase is now available. The Patrol cameras would come out of the Public Safety Capital fund and Corrections cameras out of the Commissary fund.

Sheriff Baird stated that he feels the cameras will be very beneficial, especially in the jail. And deputies that wore test cameras were happy that the Sheriff's Office is moving forward with the purchase.

Discussion on the need for additional personnel to assist with any increased FOIA requests, the amount of time to redact body camera videos, the ability to provide more

supportive evidence for court cases, video storage and the length of time required for video storage, procedures and policies for utilization and wear of body cameras, current laws regarding body cameras, privacy rights for public areas and private residence, funds that will be used for storage of video recordings, potential grants for municipal purchase of body cameras, annual data costs, recurring subscription costs, Sheriff's Office revenues, and the timing of the camera program utilization.

### **Items of Business**

#### **FY21 Budget Discussion**

- *Budget Guidelines and Timeline* – Ms. Caldwell provided a tentative FY21 calendar, and reviewed the timelines for data input, budget binder production, budget hearings, Finance Committee approval, required posting of the budget 30-days in advance of County Board approval, approval of the FY21 Levy, and the last day to certify the levy.

Discussion on parameters, revenues, union salaries, property tax, other tax revenues contributing to the budget, and guidance for Department Heads and Elected Officials.

**There was consensus by the committee to set the parameters of no more than 2.5 percent salary increase for non-union employees, and all other budgets to remain flat.**

- *Capital Projects Timeline* – Ms. Caldwell also reviewed the Capital Plan Request process and timeline for requests, and the scheduling of capital projects with the committee.

#### **Public Comment** – None

#### **Questions from the Media** – None

#### **Items for the August 4, 2020 County Board Meeting**

- *Forwarding Claims for Final County Board Approval*
- *Approval of Body Worn Cameras for Patrol and Corrections*

#### **Executive Session** – Not needed

**Adjournment** – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. **The meeting was adjourned at 5:56p.m. by a 4-0 vote.**

Respectfully submitted,

Valarie McClain, Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes for Thursday, August 13, 2020**

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**Call to Order** - Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 6:17p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Here		
Scott Gryder		6:19p.m.	
Audra Hendrix	ABSENT		
Matt Kellogg	Here		
Matthew Prochaska	Here		

**Others Present** – Latreese Caldwell, Scott Koeppel

**Approval of Agenda** – Member Cesich made a motion to approve the agenda, second by Member Prochaska. **With three members present voting aye, motion passed by a vote of 3-0.**

**Approval of Forwarding Claims for Final County Board Approval** – Member Cesich made a motion to forward the claims to the County Board for final approval, second by Member Prochaska. **With four members present voting aye, the motion carried by a vote of 4-0.**

**Department Head and Elected Official Reports** – County Administrator Scott Koeppel reported that he is working on the CURES Act Program documentation for COVID-19 reimbursement, which is due by October 1, 2020. Koeppel hopes to have it submitted much earlier than the deadline. Koeppel briefed the committee on several items that he is requesting from the County Board:

1. Set Koeppel as the County Point of Contact for the County, and regarding documentation and approval of receipts for submission and reimbursement
2. Set Koeppel as the approval signature and authority for the County

Koeppel said that this would allow him to quickly approve and submit any receipts for reimbursement through the CURES Act Program.

**Items from Other Committees** – None

**Items of Business**

- *FY21 Budget Discussion* – Latreese Caldwell stated that she sent the parameters to Elected Officials and Department Heads on August 10<sup>th</sup>, stating the budget submission due date is August 28<sup>th</sup>. Caldwell stated this would allow two weeks to have the Budget books printed

and collated for the Budget Hearings the week of September 14<sup>th</sup>. There was consensus to hold hearings on September 16<sup>th</sup> and 18<sup>th</sup> from 8:30a.m. - 1:30p.m. Both COW and Budget Hearing agendas will be posted to ensure compliance with OMA in case all of the County Board wishes to attend hearings. Member Kellogg reminded the committee that all meetings including Budget Hearings will be held in the Historic Courthouse after September 3<sup>rd</sup> due to the County Office Building renovation projects. The regularly scheduled Finance Meeting on September 17<sup>th</sup> will be cancelled, and other Finance items (Claims) will be discussed and approved at the September 18<sup>th</sup> meeting.

**Public Comment** – None

**Questions from the Media** – None

**Items for the August 18, 2020 County Board Meeting**

- *Forwarding Claims for Final County Board Approval*

**Executive Session** – Not needed

**Adjournment** – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, Member Gryder seconded the motion. **The meeting was adjourned at 6:35p.m. by a 4-0 vote.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant



**COUNTY OF KENDALL, ILLINOIS**  
**Law, Justice and Legislation Committee**  
**Monday, August 10, 2020**  
**Remote Meeting Minutes**

**Call to Order and Pledge Allegiance** – Chair Tony Giles called the meeting to order at 3:15p.m. and led the Pledge of Allegiance.

**Roll Call:**

<b>Committee Member</b>	<b>Status</b>	<b>Arrived at Meeting</b>	<b>Left Meeting</b>
Tony Giles	Yes		
Judy Gilmour	Yes		
Audra Hendrix			
Matthew Prochaska	Yes		
Robyn Vickers			

**Adjournment** : The roll call was not completed, the meeting was abruptly ended due to inclement weather and tornado warnings, and personnel were advised to take shelter in the lowest area of their buildings at 3:19p.m.

Respectfully Submitted,

Valarie McClain  
Administrative Assistant

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**

***Kendall County Office Building***

***Rooms 209 & 210***

***111 W. Fox Street, Yorkville, Illinois***

**6:30 p.m.**

**Meeting Minutes of August 10, 2020 – Unofficial until approved**

**CALL TO ORDER**

The meeting was called to order by Chairman Prochaska at 6:33 p.m.

**ROLL CALL**

Committee Members Present: Scott Gengler, Judy Gilmour, Matt Kellogg (Vice-Chairman), and Matthew Prochaska (Chairman)

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Valarie Epperson, and Greg Chrisse

Due to technical difficulties caused by the lack of a speaker for the computer used for remote attendance, Chairman Prochaska declared the remote attendance portion of the meeting cancelled and the meeting shall be in-person only.

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

Member Gilmour made a motion, seconded by Member Kellogg, to approve the minutes of the July 13, 2020, meeting. With a voice vote of four (4) ayes, the motion carried.

**PUBLIC COMMENT**

None

**EXPENDITURE REPORT**

The Committee reviewed the expenditure report.

**PETITIONS**

None

**OLD BUSINESS**

*Request for Guidance Regarding Potential Violations at a Private Park Located in the Fox River Gardens Subdivision (PIN: 02-27-327-010) in Bristol Township*

Mr. Asselmeier distributed information from the Kendall County Assessor's Office explaining assessment information and the Kendall County Circuit Clerk's Office stating the Office was unable to locate a will for the Tumas.

Discussion occurred regarding the ownership of the subject property; ownership of the property was unknown.

Mr. Asselmeier stated that code enforcement is based on ownership. Short of catching someone in the act of violating a law, no mechanism existed for enforcing zoning regulations.

Discussion occurred regarding unclaimed property regulations and enforcing tax collection on the property.

Tuma descendent information was unknown.

The consensus of the Committee was to ask the State's Attorney's Office if the subdivision created a Homeowners' Association, can the Homeowners' Association take over ownership of the park.

The consensus of the Committee was to ask the Assessor's Office if someone can claim ownership paying the taxes.

*Request for Guidance Regarding an Alleged Violation to the Stormwater Management Ordinance at 56 Riverside Drive (PIN: 02-27-328-007) in Bristol Township*

Mr. Asselmeier presented the LiDAR information and updated information from WBK. A general lack of information regarding the contours prevented greater enforcement of the regulations.

Discussion occurred about shooting elevations on private property to establish baseline elevations. No as-built information existed for the subject property. The existing LiDAR data could be used as a baseline going into the future.

Discussion occurred regarding Illinois Drainage Law. Illinois Drainage Law is enforced civilly.

If a subdivision was created today, a larger amount of topographic data would be available.

Discussion occurred about the thresholds needed to require a stormwater management permit.

Brian Holdiman will investigate alleged junk and debris ordinance violations on the subject property.

**NEW BUSINESS**

*Discussion of Petition 20-14 Request from the Kendall County Regional Planning Commission for Text Amendments to the Kendall County Zoning Ordinance*

Mr. Asselmeier summarized the petition.

The summary of the proposed changes to the Zoning Ordinance incorporating the changes made at the June 29, 2020, special meeting of the advisory boards and the July 7, 2020 ZPAC meeting were provided. Only those sections of the Zoning Ordinance with significant proposed changes were provided with memo. Most of the sections with minor changes (i.e. typographical corrections, citation corrections, renumbering, adding of acronyms, etc.) that did not alter the meaning or intent of the regulations were not provided. Some sections with minor changes were provided for illustrative purposes. Section 14 was not provided because no changes were proposed to that Section.

Also, language was added allowing the Kendall County Regional Planning Commission to establish bylaws.

The townships were notified of this proposal on July 1, 2020, and the outcome of the Kendall County Zoning Board of Appeals hearing on July 28, 2020. To date, no township has provided comments.

The minutes of the June 29, 2020, combined meeting were provided.

At the July 7, 2020, ZPAC meeting, ZPAC added language to Section 13:09.C.1 pertaining to the 200 foot grid soil survey and soils classified as unsuitable for conventional septic systems when considering open space. The minutes from the July 7<sup>th</sup> ZPAC meeting were provided.

The Comprehensive Land Plan and Ordinance Committee reviewed this proposal at their meeting on July 22, 2020, and offered no changes to the proposal.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on July 22, 2020. The Kendall County Regional Planning Commission recommended approval by a vote of nine (9) in favor and zero (0) in opposition. The minutes of this meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on the proposal on July 27, 2020. One (1) member of the public requested a change regarding short-term rentals. The Kendall County Zoning Board of Appeals, by a vote of seven (7) in favor and zero (0) in opposition recommended approval of the proposal with the following recommendation: Add the sentence "Accessory structures used for residential purposes prior to 1970 shall not be required to provide an occupancy permit" to the end of the definitions of Hotel, Motel, or Inn and Short-Term Rental. The minutes of the hearing were provided.

One complete copy of the entire Kendall County Zoning Ordinance with all proposed change can be found on the Kendall County website.

Several members expressed concerns about exempting the train car from having an occupancy permit.

Discussion occurred regarding the 200 foot soil survey grid. Discussion occurred regarding how open space or reserved space would be noted. Plats usually show the location of easements or areas that are reserved for a reason. The proposal was made by the Health Department because of concerns of the costs of installing and maintaining septic systems in challenging soils.

Discussion occurred regarding the homeowners' association requirements, property owners not maintaining homeowners' association, and back-up special service areas.

Discussion occurred regarding allowing the Kendall County Regional Planning Commission to create bylaws. The Commission would like to allow their Chairman to call special meetings. The Commission already has bylaws; this proposal would clarify that they could establish these bylaws.

For the September Planning, Building and Zoning Committee, accepting the proposed language related to occupancy for accessory structures used for short-term rentals, will be listed specifically on the agenda.

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

Mr. Asselmeier summarized the request.

The intergovernmental agreement between Kendall County and the Village of Millbrook expires in September. The Planning, Building and Zoning Department does not propose any changes to the body of the agreement.

At their meeting in July, the Village of Millbrook approved the agreement with no changes.

A copy of the proposal was provided.

Member Kellogg made a motion, seconded by Member Gengler, to forward the Intergovernmental Agreement to the next County Board meeting for placement on the consent agenda. With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the County Board on August 18, 2020.

*Approval of Request from Michael Isadore to Renew a Special Use Permit for Swimming Lessons Granted by Ordinance 1982-02 at 15331 Burr Oak Road, Plano*

Mr. Asselmeier summarized the request.

In 1982, the Kendall County Board granted a special use permit for swimming lessons at 15331 Burr Oak Road (Ordinance 1982-2). Restriction #1 of this special use permit required annual renewal by the County Board/Committee.

On July 31, 2020, the property owner, Michael Isadore, submitted an email requesting the special use permit be renewed.

Member Kellogg made a motion, seconded by Member Gengler, to approve renewing the special use permit. With a voice vote of four (4) ayes, the motion carried.

*Approval of Rescheduling the September 14, 2020 Planning, Building and Zoning Committee Meeting*

The consensus of the Committee was to schedule a special meeting for September 3, 2020, at 5:00 p.m., instead of holding a meeting on September 14, 2020.

*Request for Guidance Regarding Alleged Zoning Ordinance and Stormwater Management Ordinance Violations on the Southern 20+ Acres at 195 Route 52 (PIN: 09-13-200-002) in Seward Township; Committee Could Forward the Matter to the State's Attorney's Office*

Mr. Asselmeier summarized the issue.

In July, the Kendall County Planning, Building and Zoning Department received a complaint regarding an alleged landscaping business operating on the southern portion of 195 Route 52 in Seward Township. Upon inspection from the right-of-way, a landscaping type business was observed operating at the property with piles of landscaping materials taller than the allowed three feet (3').

On July 27, 2020, a warning letter was mailed to the owner on file for the property. The owner contacted the Department and stated that the property was recently sold.

Neither the Assessment Office nor the Recorder's Office has information regarding a sale. However, the sale of the northern portion of the property for the indoor athletic facility and

indoor/outdoor storage business is also not reflected in the information from the Assessment Office or the Recorder's Office.

The consensus of the Committee was to have Mr. Asselmeier ask the State's Attorney's Office for guidance on serving the warning letter to the subject property's owner.

Request from Mayra Vallejo for Swimming Pool Permit Refund in the Amount of \$200 for an Unused Permit at 5 Woodridge Drive, Montgomery (PIN: 03-04-303-006) in Oswego Township  
Mr. Asselmeier present the information.

Larry Simmons confirmed the pool had not been installed. No other work by the Department occurred.

Member Gengler made a motion, seconded by Member Gilmour, to approve the requested refund. With a voice vote of four (4) ayes, the motion carried.

### **OLD BUSINESS**

Discussion of Scheduling a Special Planning, Building and Zoning Committee Meeting in Boulder Hill; Committee Could Select a Date, Time, Location, and Agenda Items for the Special Meeting

Committee members reviewed the draft agenda. The meeting would be at 7:00 p.m. on September 9, 2020.

Brian Holdiman, Rob DeLong, Bob Rogerson, a representative from the Sheriff's Department, the Oswego Village President, and a representative from Montgomery will be invited.

The Committee wanted discussion of the County's junk and debris ordinance added to the agenda.

Member Kellogg requested that Mr. Asselmeier check to see if an extra cost existed for the Church of the Brethren for cleaning related to having the meeting at that location.

Chairman Prochaska would like subdivisions zoned A-1 SU PUD to be covered by the noise ordinance; this item would be on the September 3, 2020, agenda.

Chairman Prochaska made a motion, seconded by Member Gilmour, to approve the agenda for the September 9, 2020, meeting in Boulder Hill. With a voice vote of four (4) ayes, the motion carried.

### **Recommendation on Stormwater Management Ordinance Citation**

Mr. Asselmeier provided the draft citation letter. The letter is similar to the letter used for zoning violations. The State's Attorney's Office has reviewed the draft.

Chairman Prochaska made a motion, seconded by Member Gilmour, to forward the draft to the County Board for the next meeting's consent agenda. With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the Kendall County Board on August 18, 2020.

#### **REVIEW VIOLATION REPORT**

The Committee reviewed the violation report.

#### **REVIEW NON-VIOLATION REPORT**

The Committee reviewed the non-violation report.

#### **UPDATE FOR HISTORIC PRESERVATION COMMISSION**

Mr. Asselmeier stated that the Historic Preservation Commission is working on gathering information needed for the Certified Local Government application.

#### **REVIEW PERMIT REPORT**

The Committee reviewed the permit report.

#### **REVIEW REVENUE REPORT**

The Committee reviewed the revenue report.

#### **CORRESPONDENCE**

None

#### **COMMENTS FROM THE PRESS**

None

#### **EXECUTIVE SESSION**

None

#### **ADJOURNMENT**

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

Chairman Prochaska adjourned the meeting at 7:58 p.m.

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

## HIGHWAY COMMITTEE MINUTES

**DATE:** August 11, 2020  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Scott Gryder, Amy Cesich, Judy Gilmour, Matt Kellogg, and Matt Prochaska  
**STAFF PRESENT:** Ginger Gates and Fran Klaas  
**ALSO PRESENT:** Sheriff Dwight Baird

The committee meeting convened at 3:30 P.M. with roll call of committee members. Quorum established.

Motion Kellogg; second Prochaska, to approve the agenda as presented. Motion approved unanimously.

Motion Prochaska; second Gilmour, to approve the Highway Committee meeting minutes from July 14, 2020. Motion approved unanimously.

Motion Prochaska; second Kellogg, to recommend approval of a preliminary engineering services agreement with WBK Engineering, LLC in the amount of \$49,550.75 for drainage improvements along Plattville Road; said funds to be taken from the Transportation Sales Tax Fund. Klaas described the project as Phase 2 Engineering for storm sewer and drainage improvements along Plattville Road, near Pletcher Drive, on the west side of the Village of Plattville. By roll call vote, motion approved unanimously.

Motion Prochaska; second Gilmour to recommend approval of an intergovernmental agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the Village of Montgomery for constructing a multi-use path connecting sidewalks along U.S. Route 30 and the Virgil Gilman Trail (2020). Klaas pointed out that the County Board had previously approved the \$75,000 grant; and this IGA codifies the entire agreement. By roll call vote, motion approved unanimously.

Motion Prochaska; second Gilmour to recommend approval of an agreement between Kendall County and Illinois Railway, LLC for the reconstruction of the Fox-Eldamain Railroad Crossing. Klaas indicated that the agreement has been reviewed by Kendall County State's Attorney. They had some concerns, but nothing of such significance that it would prevent the County from signing. Gilmour asked what the agreement covered. It is a reconstruction of the existing Fox Road crossing so that it will accommodate the wider Eldamain Road crossing, when Eldamain is constructed. Estimated cost is \$350,000. Klaas stated that the Highway Department has had a lot of difficulty in dealing with the Railroad, and it was possible that the agreement language could change slightly. If that happens, the approval might have to get postponed. By roll call vote, motion approved unanimously.

Motion Cesich; second Prochaska to recommend approval of the low bid from Denler, Inc. in the amount of \$23,950 for crack filling on Orchard Road. By roll call vote, motion approved unanimously.



Chairman Gryder reported that the Millington Bridge will be opened to traffic this week. A collective cheer went up from the Committee.

Sheriff Baird made a request to transfer the 2014 GMC pickup truck that Highway Department had for sale over to the Sheriff's Department to replace an aging truck that they had in their fleet. Chairman Gryder indicated that it was general rule to try to repurpose equipment internally within the County. Klaas wanted to make sure Committee was aware that if transfer was made without reimbursement, then revenue for Highway Fund would be below budgeted projections; but he was fine with that. Committee was in general favor of transferring the pickup, and requested Highway to reach out to Scott Koepfel for direction on how to transfer title.

Klaas advised the committee that there will have to be a Local Public Agency Agreement for Federal Participation for the Eldamain Road project, as well as an appropriation resolution for the local share of funds because of the federal money in the project. IDOT prepares the agreement, and for some reason, has not been able to forward copy to Highway Department for signatures. Per Chairman Gryder, these action items have been placed on next Tuesday's Board Agenda, but it is possible we won't have the final agreement by then; so it would then take a special board meeting to get it approved before the 8-28-20 deadline for the project.

Klaas discussed damage from recent storms, including downed power lines and trees, closed roads, and power outage to traffic signals. No major damages to roads and bridges was reported.

Motion Prochaska; second Cesich, to forward Highway Department bills for the month of August in the amount of \$661,978.23 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Prochaska; second Kellogg, to adjourn the meeting at 3:53 P.M. Motion carried unanimously.

Respectfully submitted,



Francis C. Klaas, P.E.  
Kendall County Engineer

### **Action Items**

1. Preliminary engineering services agreement with WBK Engineering, LLC in the amount of \$49,550.75 for drainage improvements along Plattville Road; said funds to be taken from the Transportation Sales Tax Fund
2. Intergovernmental agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the Village of Montgomery for constructing a multi-use path connecting sidewalks along U.S. Route 30 and the Virgil Gilman Trail (2020)
3. Agreement between Kendall County and Illinois Railway, LLC for the reconstruction of the Fox-Eldamain Railroad Crossing

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2020-\_\_

**RESOLUTION GRANTING THE KENDALL COUNTY SHERIFF AUTHORITY  
TO ENTER INTO POLICE SERVICES AGREEMENTS ON BEHALF OF  
KENDALL COUNTY, ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that “units of local government and school districts may contract or otherwise associate among themselves . . . [and] with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, Kendall County wishes to provide individuals, associations, corporations, school districts and other government entities within Kendall County, Illinois, with well-trained and equipped Kendall County Sheriff’s deputies, as defined within the Counties Code, 55 ILCS 5/3-6001 *et seq.*, to provide law enforcement services to ensure the safety and welfare of the public at private, school district, and other government entity property locations, at the request of the individuals, associations, corporations, school districts or other government entities who own the property, and in exchange for fair, financial compensation; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the Kendall County Sheriff’s Office Law Enforcement Services Agreement, attached as Exhibit A, which will serve as the standard agreement for law enforcement services provided to private entities, school districts, and other government entities by the Kendall County Sheriff’s Office; and

WHEREAS, the Kendall County Board has the authority to delegate certain power and duties to county officers, and 55 ILCS 5/5-1087 provides the Kendall County Board with the authority to “impose additional duties, powers and functions upon county officers”; and

WHEREAS, the Kendall County Board recognizes that the nature of law enforcement services agreements is such that an agreement may need to be executed within a short period of time, which does not allow adequate time for the Kendall County Board to review and approve it; and

WHEREAS, the Kendall County Board recognizes the Kendall County Sheriff, as the elected official responsible for the operation of the Kendall County Sheriff’s Office, is the county officer best situated to determine if and when it is appropriate for the Kendall County Sheriff’s Office to enter into a law enforcement services agreement with another entity, and, if such an agreement shall be executed, the scope of services to be performed by Kendall County Sheriff’s Office staff.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Sheriff the authority to enter into law enforcement services agreements with private entities, school districts, and other government entities without further action by the Kendall County Board, and the authority to bind the County, provided the agreement executed by the Kendall County Sheriff substantially complies with the Kendall County Sheriff's Office Law Enforcement Services Agreement, attached as Exhibit A, and the term of any such agreement does not exceed one (1) calendar year.

The rate of payment for these agreements shall be \$75 per hour for each officer assigned, with a 25% discount for school districts and other government entities. All revenues received under such law enforcement agreements are paid directly to the Kendall County Treasurer and shall be placed in Kendall County's General Fund.

The authority herein granted to the Kendall County Sheriff will continue for two years after the date of adoption ("Termination Date"). The County Board may extend the authority every two years thereafter, by a majority vote. Upon extending authority under this Resolution, the County Board may modify the rate of payment for these agreements, at the recommendation of the Sheriff. The County Board may revoke the authority granted to the Kendall County Sheriff at any time, with a majority vote of the County Board.

This Resolution serves to revoke and replace Kendall County Resolution 18-42, approved on September 4, 2018. This does not, however, invalidate any agreement entered into under the authority provided by Resolution 18-42, prior to the effective date of this Resolution.

Approved and adopted by the County Board of Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2020.

Board Chairman Signature:

Attest:

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Scott Gryder, Chairman  
County Board

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Debbie Gillette  
County Clerk

## LAW ENFORCEMENT SERVICES AGREEMENT

THIS LAW ENFORCEMENT SERVICES AGREEMENT ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between Kendall County, Illinois and the Kendall County Sheriff's Office (collectively referred to as "Kendall County") and \_\_\_\_\_ ("Client"), located at \_\_\_\_\_. Kendall County and Client desire to establish mutually satisfactory terms and conditions under which the Kendall County Sheriff's Office will provide certain law enforcement services ("Services") to Client.

### RECITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Client is an individual, association, corporation, school district, or government entity desiring to obtain the Services of well-trained and equipped Sheriff's deputies ("Deputies"), as defined within the Counties Code 55 ILCS 5/3-6001 *et seq.*, for the time period specified in this Agreement, to ensure the safety and welfare of the public within the boundaries of the private property identified in the Project Statement ("Service Location"), in Kendall County, Illinois; and

WHEREAS, Kendall County wishes to provide Client with well-trained and equipped Deputies to ensure the safety and welfare of the public within the Service Location, pursuant to the terms of this Agreement; and

WHEREAS, the Kendall County Board has, by Resolution Number 20-\_\_\_\_, approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, granted authority to the Kendall County Sheriff or his designee to enter into and modify law enforcement services agreements, on behalf of Kendall County and with private entities, school districts, and other government entities, as long as the agreements remain substantially compliant with the agreement approved by said Resolution.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:



I. **RECITALS:** The above recitals are incorporated as if fully restated herein.

II. **SERVICES:**

A. **Project Statement:** The parties agree that Kendall County shall provide the Services described in Attachment A, attached hereto ("Project Statement"), in accordance with the terms and conditions set forth herein. The Project Statement shall: (i) describe the Service(s) to be performed by the Kendall County Sheriff's Office ("KCSO"); (ii) include the start and completion dates of Services; (iii) describe the resources, specific facilities, work areas, and equipment which shall be made accessible to the KCSO; (iv) describe the price, payment, and invoicing schedules; and (v) specify such other terms and conditions as are to be applicable to the performance of the Services to the extent such terms are in addition to the terms of this Agreement. The terms and conditions set forth in Project Statement are hereby incorporated by reference as if fully stated herein. In the event of a conflict between the Project Statement and this Agreement, this Agreement shall govern.

B. **Traffic Enforcement:** Certain agreements for enforcement of traffic laws on private property must comply with 625 ILCS 5/11-209 or 625 ILCS 5/11-209.1. Client affirms it has reviewed these provisions and it has and will take any and all necessary action to ensure compliance with these provisions. Client understands that, in addition to other requirements, it may be required to (1) request and obtain an enabling ordinance from Kendall County under 625 ILCS 5/11-209.1, before entering into this Agreement, or (2) record this Agreement with the Kendall County Recorder's Office, as required under 625 ILCS 5/11-209, before the Agreement is effective.

C. **Equipment:** All standard police equipment used by Deputies will be purchased, provided, and maintained by Kendall County and shall remain at all times, sole property of Kendall County. This equipment includes, but is not limited to, uniforms, body armor, traffic radar guns, police vehicles, service weapons, and radio equipment.

D. **Assignment of Deputies:** If practicable, five calendar days prior to the start of Services, Kendall County will provide Client with a list of

Deputies assigned to Client, and the shifts for which they are assigned. If the term of services provided is for more than one month, Kendall County will notify Client of the Deputies assigned to Client for the subsequent month, and the shifts for which they are assigned, by the 25th of each month, if practicable. There will be no more than one Deputy assigned to the Client at any given time, unless other arrangements are agreed to in the Project Statement. KCSO reserves the right to modify or revise the list of Deputies at anytime with or without notice to Client.

- E. **Consent:** By entering into this Agreement, Client voluntarily gives Deputies legal consent to be present in all privately-owned areas identified in the Project Statement and authority to investigate, search, seize, and enforce any reasonably-suspected criminal activity or violation of any federal, State or local, law, ordinance, or regulation, perceived within the Service Location. Client agrees to fully cooperate in any such investigations, searches, seizures, and enforcement by Deputies.

### III. COMPENSATION:

- A. **Time & Material:** Client shall compensate Kendall County on a time and materials basis at the rates set forth in the Project Statement. Client shall make payment within twenty (20) calendar days of receiving an invoice from Kendall County. All payments for Services rendered shall be made directly to the Kendall County Treasurer. Any amount unpaid after 20 calendar days will incur a penalty of 1% for each 30 calendar day period, or a fraction thereof, until the amount is paid in full. If Client is a school district or other government entity, all payments will be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq.
- B. **Expenses:** Client shall reimburse Kendall County for the following expenses reasonably incurred in conjunction with the Services and supported by the relevant documentation: (a) reasonable travel expenses, including mileage calculated at the IRS rate in place at the time of invoicing; (b) lodging expenses; and (c) reasonable communications, administrative, and out-of-pocket expenses approved

in advance, and in writing by Client, such approval shall not be unreasonably withheld by Client.

#### IV. INSURANCE AND DEDUCTIBLES:

A. **Minimum Coverage:** The Client shall have insurance coverage to cover its property and employees at least as broad as the following:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers’ Compensation insurance** as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Client provides written verification it has no employees.)

B. **Additional Insureds:** In addition, the County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf or in connection with such work or operations specified in the contract. General liability coverage can be provided in the form of an endorsement to the Client’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

C. **Deductibles:** Kendall County will be responsible for all liability and worker’s compensation insurance for the Deputies, through Kendall County’s existing insurance programs. Client, however, will purchase and maintain, at all times this Agreement is in effect, an insurance policy to cover Kendall County’s deductibles under its automobile insurance, general liability insurance, and worker’s compensation



insurance. Client will be responsible for paying all Kendall County insurance deductibles for damages, injuries, or claims incurred as a result of this Agreement.

**V. SERVICES WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNITY:**

- A. **Services Warranty:** Kendall County will perform Services in accordance with the industry standards generally applicable to the performance of such Services.
  
- B. **GENERAL DISCLAIMER OF WARRANTIES:** THE WARRANTIES SET FORTH IN THIS SECTION ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IN ANY FEDERAL, STATE, OR LOCAL JURISDICTION WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. FURTHER, CLIENT ACKNOWLEDGES THAT THE IMPLIED WARRANTIES AND CONDITIONS OF MERCANTILE, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY OF SERVICE ARE EXPRESSLY DISCLAIMED.
  
- C. **LIMITATION OF LIABILITY:** IN NO EVENT WILL KENDALL COUNTY BE LIABLE FOR (1) ANY CLAIM BASED UPON A THIRD-PARTY CLAIM OR A THIRD-PARTY CLAIM FOR CONTRIBUTION, OR (2) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL), OR COSTS OR ATTORNEY'S FEES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING THIS SECTION, KENDALL COUNTY DOES NOT EXCLUDE OR LIMIT LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF KENDALL COUNTY, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR ANY OTHER THEORY OF LIABILITY UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CLIENT TO KENDALL COUNTY FOR THE SPECIFIC SERVICES GIVING RISE TO THE LIABILITY.

- D. **Indemnification:** To the extent permitted by law, Client shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Contract or ancillary documents and any breach by Client of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Client.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Client's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

## VI. CHANGES, DELAYS, AND COOPERATION:

- A. **Change Order/Modifications:** In the event that Client wishes to make changes to the Project Statement, it shall notify Kendall County in

writing of such proposed change ("Change Order"). Kendall County shall accept or reject such Change Order within ten (10) business days of receipt of the Change Order. Failure to respond during the approval period shall not result in any liability of Kendall County to Client, and shall be deemed to be a rejection of the Change Order. In the event that Kendall County approves a Change Order, and performance of the Change Order results in a change to or delay in performance of the Services, then the period of performance under the Project Statement shall be extended accordingly and the price for such Services correspondingly adjusted to the mutual satisfaction of the parties. All other modification of this Agreement must be in writing and signed by both parties.

- B. Force Majeure:** Both parties shall be excused from performance and will not be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, police emergencies, fire, explosions or other casualties, vandalism, riots or war, epidemics, communication line failures, power failures, earthquakes, floods or other natural disasters. The non-performing party shall promptly notify the other party in writing, describing the nature and estimated duration of its inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the non-performing party with all reasonable dispatch.

## **VII. TERM AND TERMINATION:**

- A. Term of Agreement:** This Agreement shall be effective as of the Effective Date and shall remain in effect thereafter until the earlier of (i) the project completion date as set forth in the Project Statement, not to exceed one year; or (ii) the termination of this Agreement in accordance with section VI(B).
- B. Termination:** Either party may terminate this Agreement upon five (5) business days prior written notice to the other party. Client shall be

responsible for payment of all services rendered and expenses incurred by Kendall County prior to the termination date of this Agreement. In the event Kendall County terminates this Agreement Kendall County shall not be liable for any payments costs, penalties and/or early termination charges.

- C. Effect of Termination:** The terms of Sections III, IV, V, VI, VII, and VIII shall survive the termination or expiration of this Agreement.

## VIII. GENERAL

- A. Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal action or proceeding relating to this Agreement shall be instituted in the Twenty-Third Judicial Circuit Court, in Kendall County, Illinois.
- B. Notices:** All notices required under this Agreement shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile or email; (ii) the date it was delivered by courier; or (iii) the date received, if sent by registered or certified mail, return receipt requested, postage prepaid. Notice must be sent to the names and addresses set forth below or to such other address or individual as the parties may specify from time to time by written notice to the other party. As of the date of execution, notices shall be delivered to the parties at the following addresses:

Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Kendall County:

Dwight Baird, Sheriff  
Kendall County Sheriff's Office  
1102 Cornell Lane  
Yorkville, IL 60560  
Fax: 630-553-1972  
Email: tpage@co.kendall.il.us

Copy to: Kendall County State's Attorney  
807 John Street  
Yorkville, IL 60560  
Fax: 630-553-4204



- C. **Assignment:** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by either party, except by operation of law, and any such attempted assignment shall be void and of no effect.
- D. **Non-Discrimination:** Client and Kendall County agrees to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- E. **Relationship of the Parties:** Nothing contained in this Agreement, nor any act of Kendall County or Client pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any joint employer relationship and/or any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and Client. Deputies are not employees of, partners of, agents of, or in a joint venture with Client. All Deputies remain under the supervision of the Kendall County Sheriff while providing Services under this Agreement. Should Client have a complaint regarding the conduct of a Deputy assigned to Client under this Agreement, Client shall promptly notify the Kendall County Sheriff or his designee.
- F. **Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Client or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Client or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- G. **Entire Agreement:** This Agreement, together with its Attachment(s) attached hereto, the terms and conditions of which are hereby incorporated by reference, constitutes the entire business agreement between the parties hereto and supersedes any and all prior agreements, arrangements and/or understandings between the parties relating to the subject matter hereof.

- H. **No Waiver:** The failure of Kendall County, at any time, to require performance by the other of any provision hereof shall in no way constitute a waiver thereof unless waived in writing. Nor shall Kendall County's waiver of (1) any term, condition, or covenant or (2) the breach of any term, condition, or covenant, constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- I. **Remedies:** If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- J. **Severability:** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- K. **Counterparts and Exchanges:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or email, consistent with the notice requirements, shall be sufficient to bind the parties to the terms and conditions of this Agreement.
- L. **Taxes, Benefits, and Licenses:** Each party shall be solely responsible for the following with respect to its personnel: (a) paying all federal, state, and local taxes and all appropriate deductions or withholdings; (b) paying or providing any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; (c) obtaining any applicable business or other commercial licenses; and (d) hiring, firing, supervising and paying compensation or other benefits to any agent, independent contractor, employee or assistant engaged by the party to perform any aspect of the Services.

M. **Third Party Beneficiaries:** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns, and nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

N. **Compliance With Laws:** Each party shall comply (and assist the other party in complying) with all applicable federal, state, and local laws, ordinances, and regulations.

O. **Authority:** Kendall County and Client each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local  
government of the State of Illinois

\_\_\_\_\_

By: \_\_\_\_\_  
Kendall County Sheriff

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Attachment A

<b>PROJECT STATEMENT</b>	
Date: ____/____/____	
<b>CLIENT INFORMATION:</b> Name: _____ Address: _____ Telephone Number: _____ Type of Business: _____ Tax I.D. or SS #: _____	
<b>Service Location</b>	
Instructions: Please be specific in identifying the location and boundaries of the private property subject to this Agreement. _____ _____ _____ _____ _____	
<b>On-Site Contacts</b>	
1. Name: _____ Title: _____ Telephone Number: _____ 2. Name: _____ Title: _____ Telephone Number: _____	
<b>Dates of Service</b>	<b>Hours of Service</b>
_____ _____	_____ _____



### Resources, Facilities, and Equipment

Instructions: Please identify all resources, specific facilities, work areas, and equipment which shall be made accessible to the KCSO.

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### Scope of Services

- ☐ General Services: patrol private roadways and parking lots, respond to emergencies, investigate crimes, ticket traffic violations, enforce all federal and State law intended to be enforced by police officers, and enforce all local ordinances intended to be enforced by police officers.

- ☐ Additional Services/Terms/Conditions: \_\_\_\_\_

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Approval: \_\_\_\_\_  
Kendall County Sheriff

\*All additional services, terms, or conditions must be approved by the Kendall County Sheriff or his designee and evidenced by his signature above.

### Hourly Rate & Invoicing Schedule

Rate: \_\_\_\_\_ per hour, per Deputy      Number of Deputies: \_\_\_\_\_

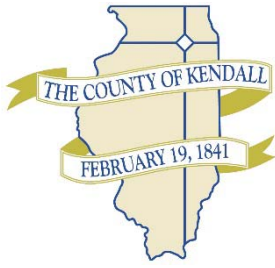
Invoicing: Kendall County will submit an invoice to Client on a monthly basis, for the Services performed in the preceding month. Client must remit payment within 20 days of receiving the invoice.

Approved: \_\_\_\_\_

Kendall County Sheriff

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





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** August 10, 2020

**Amount:** N/A

**Budget:** N/A

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

**Background and Discussion:**

The agreement between the Village of Millbrook and Kendall County allowing the County to provide Planning, Building and Zoning Department related services expires in September.

No changes from the previous contract are proposed.

The Village of Millbrook approved the proposal at their meeting in July.

A copy of the proposed Intergovernmental Agreement is attached.

**Committee Action:**

Forward to County Board for Consent Agenda (4-0-1)

**Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

**Date:** August 11, 2020

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK  
AND THE COUNTY OF KENDALL

THIS AGREEMENT, made this \_\_\_\_ day of September, 2020 by and between the VILLAGE OF MILLBROOK, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic, WITNESSETH:

WHEREAS, the Village of Millbrook was incorporated by act of the voters on November 5<sup>th</sup>, 2002, and

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

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

WHEREAS, the Village of Millbrook adopted a Comprehensive Plan on August 22, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Millbrook have been heretofore subject to the building and zoning codes of the County of Kendall, and to the County Flood Plain, Soil Erosion and Stormwater Management Ordinances, and

WHEREAS, the parties desire to continue that relationship,

NOW, THEREFORE, it is hereby agreed as follows:

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

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

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

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

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

7) Kendall County shall maintain auto liability coverage for all County owned vehicles used by the County to perform its obligations pursuant to this Agreement. However, the Village of



Millbrook shall pay the full cost of the deductible incurred by the County for any auto insurance claims arising out of or related to the County's performance of its obligations pursuant to this Agreement.

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

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

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

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

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

13) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision.

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

Kendall County Administrator  
111 West Fox Street  
Yorkville, Illinois 60560

Village of Millbrook  
PO Box 51  
Millbrook, Illinois 60536

VILLAGE OF MILL BROOK

COUNTY OF KENDALL

BY

[Redacted Signature]

Village President- Jackie Kowalski

BY:

Chairman of Kendall County Board

ATTEST:

[Redacted Signature]

Village Clerk

ATTEST:

Kendall County Clerk

## **Exhibit A**

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

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

1. Pre-Application Meeting:

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

2. Filing of an Application:

- a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).
- b.) Simultaneous to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village’s Official file on the matter.

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

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



## Exhibit A

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

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

## Exhibit A

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

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



## **Exhibit A**

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

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

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

## Exhibit A

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

## Exhibit A

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

### 5. Review and Processing of Zoning Variance:

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



## **Exhibit A**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Illinois Municipal League Risk Management Association c/o Cannon Cochran Management Services, Inc. Towne Centre Building 2 East Main Street Danville, IL 61832		<b>CONTACT NAME:</b> Julia Reynolds <b>PHONE (A/C, No, Ext):</b> (217) 444-1199 <b>FAX (A/C, No):</b> (217) 477-6799 <b>E-MAIL ADDRESS:</b> jreynolds@ccmsi.com	
<b>INSURED</b> VILLAGE OF MILLBROOK ATTN: STEVE MOELLER PO BOX 51 MILLBROOK IL 60536-0051		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Illinois Municipal League Risk Management Association INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		[REDACTED]	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 16,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	[REDACTED]	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	PROP / IM / APD		[REDACTED]	1/1/2020	1/1/2021	per occurrence 250,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**PROOF OF COVERAGE**

<b>CERTIFICATE HOLDER</b> VILLAGE OF MILLBROOK	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED RE [REDACTED]
---	--

To: Scott Koeppel, Kendall County

From: Julia Reynolds, IMLRMA Program Coordinator/Underwriter

Re: Intergovernmental Agreement Between the Village of Millbrook and the County of Kendall

The limits of liability currently provided to the Village of Millbrook with respect to General Liability and Public Officials Liability are as follows:

General Liability: \$8 million each occurrence/\$16 million annual aggregate

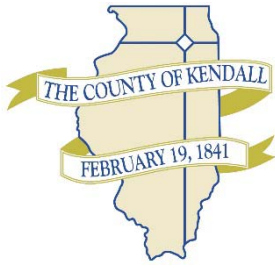
Public Officials Liability: \$8 million each occurrence/\$16 million annual aggregate

Coverage Limits provided by:

ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION  
500 E CAPITOL AVE - PO BOX 5180 - SPRINGFIELD, ILLINOIS 62705

Member: Village of Millbrook Agreement No: [REDACTED]

Coverage Period: from 12:01 a.m. CST on January 1, 2020  
to 12:01 a.m. CST on January 1, 2021



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** August 10, 2020

**Amount:** N/A

**Budget:** N/A

**Issue:** Approval of Stormwater Related Citation Letter

**Background and Discussion:**

The Kendall County Planning, Building and Zoning Department has been working with the State's Attorney's Office on the citation for violations to the Kendall County Stormwater Management Ordinance and Stormwater Management Permits. A copy of the proposed citation is attached for your consideration.

**Committee Action:**

Forward to the County Board for Consent Agenda (4-0-1)

**Staff Recommendation:**

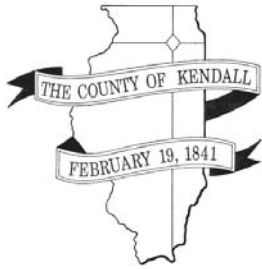
Approval

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning Department

**Date:** August 11, 2020





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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203  
Yorkville, IL • 60560  
(630) 553-4141 Fax (630) 553-4179

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**CITATION AND NOTICE TO APPEAR**

**CASE NO. INSERT CASE NO.**  
County of Kendall vs. **INSERT OWNER NAME**

**INSERT DATE**

**To: OWNER NAME**  
**OWNER ADDRESS**  
**OWNER C/S/Z**

RE: **P.I.N. # INSERT PIN**  
Property Location: **SITE ADDRESS, CITY/STATE/ZIP**

Please be aware that an inspection of the above described property on **INSERT INSPECTION DATE AND TIME** by the Code Enforcement Officer from the Kendall County Planning, Building & Zoning Department ("Department") revealed the following violation of Section **X:XX** of the Kendall County Stormwater Management Ordinance or Stormwater Permit **#XX-XX**:

**INSERT DESCRIPTION OF VIOLATION**

Kendall County prays to the Court that you be found guilty of the above-identified violation and that a judgment be entered against you in an amount not less than \$25.00 and not more than \$750.00 for the initial violation and not less than \$25.00 and not more than \$750.00 for each calendar day the violation continues beyond the initial violation, plus all applicable court costs and fees.

You are required to **APPEAR IN COURT** on **INSERT HEARING DATE (MONDAY-THURSDAY)**, at 8:30 a.m. in the Kendall County Courthouse, 807 W. John Street, Yorkville, Illinois 60560. You may demand a jury trial by filing a jury demand and paying a jury demand fee when entering your appearance, plea, answer to the charge, or other responsive pleading. A **default judgment** in an amount not less than \$25.00 and not more than \$750.00 for the initial violation and not less than \$25.00 and not more than \$750.00 for each calendar day the violation continues beyond the initial violation may be entered in the event you fail to appear in court or answer the charge made on the date set for your court appearance or any date to which the case is continued. An **arrest warrant** may issue if you fail to appear at any hearing.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

---

Brian Holdiman  
Code Enforcement Officer



I, Brian Holdiman, swear under oath that I served this Citation and Notice to Appear on **INSERT NAME OF DEFENDANT** as follows:

Personally on **INSERT NAME OF DEFENDANT**

Male/ Female                      Approx. Age: \_\_\_\_\_                      Hair Color: \_\_\_\_\_

Height: \_\_\_\_\_                      Weight: \_\_\_\_\_

On this date: \_\_\_\_\_ at this time: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

# KENDALL COUNTY

Resolution No. \_\_\_\_\_

## *A Resolution Appropriating Funds for the Improvement of Eldamain Road – Contract B*

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**WHEREAS**, the COUNTY OF KENDALL has entered into an agreement with the STATE OF ILLINOIS for the improvement of Eldamain Road (County Highway 7) from W. Highpoint Road and extending northerly 3.5 miles to River Road, said project being identified as Section 19-00153-00-BR, Project Number X5LE(481), and Job Number C-93-031-20; and

**WHEREAS**, in compliance with the aforementioned agreement, it is necessary for the COUNTY to appropriate sufficient funds to pay its share of the cost of the proposed roadway improvement.

**NOW, THEREFORE BE IT RESOLVED**, that there is hereby appropriated the sum of thirteen million dollars (\$13,000,000) or so much thereof as may be necessary, from the Transportation Sales Tax Fund, the Motor Fuel Tax Fund, or other funds of KENDALL COUNTY, to pay its share of the cost of the proposed roadway improvements as provided in the AGREEMENT.

**BE IT FURTHER RESOLVED**, that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the COUNTY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the COUNTY, an amount equal to the COUNTY'S share, \$13,000,000 divided by the estimated construction costs, \$45,000,000, multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this agreement has been paid.

**BE IT FURTHER RESOLVED**, that the COUNTY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

This resolution approved by the County Board of Kendall County, State of Illinois.

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Scott Gryder - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

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Debbie Gillette – County Clerk

**Addendum No. 3**

<b>Southeast Central Collar Counties</b>	<b>Kendall County</b>	<b>\$ 18,000.00</b>
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Region

Organization

CATEGORY	AMOUNT
Salary/Fringes	3,000.00
Travel	300.00
Supplies	9,000.00
Contractual	4,000.00
Consultant	
Occupancy	
Telecommunication	
Training	
Direct Admin	1,200.00
Misc	500.00
Indirect Costs	
<b>Total</b>	<b>18,000.00</b>

If requesting indirect costs, please enter  
you indirect cost rate

Indirect cost basis

Please provide the above budget estimates for a Round 2 Census Funding.  
July 1 - December 31. Consider primary activities through October, with  
wrap up in November and December.

**PROPOSED FY21 CENSUS PROGRAM GOALS**

Name of Sub Recipient: Kendall County

ACTIVITIES	FY20 GOALS (10/15/19 - 6/30/20)	FY 21 PROPOSED GOALS (7/1/20 - 10/31/20)
<b>TOTAL NUMBER OF PERSONS EXPECTED TO REACH THROUGH VARIOUS ACTIVITIES</b>		
<b>A. COMMUNITY EDUCATION</b>		
<b>1. Organize and participate in community gatherings, events, and other forums to encourage the public to participate in the census.</b>		
Number of events:	25	30
Total number of persons reached via events	5,000	4,500
Total number of materials (flyers, brochure, door hangers, etc.) distributed		4,500
<b>2. Media and other outreach activities (list specific activities)</b>		
Radio - Estimated number of ads/announcements/opportunities	90000	20000
Newspaper advertisements		
Billboard Ads		
Postcard Mailer		
Posters		
Total Estimated number of person reached	90,000	20,000
<b>B. DIRECT ENGAGEMENT</b>		
<b>1. Implement direct engagement activities, which include in-person activities.</b>		
Door knocking/canvassing - total number persons reached		
Phone banking - total number persons reached		
Social media posts - total number of posts	60000	15000
Social media posts - total number of reposts		
Text messaging systems - total number reached	60000	30000
People reached by social media		
<b>2. Other activities</b>		
	5000	
<b>2. Engage, train, and utilize trusted messengers and sources to encourage members of the public to participate in the census.</b>		
Number of trusted messengers trained		50
<b>C. QUESTIONNAIRE ASSISTANCE</b>		
<b>2. Establish locations (if COVID-19 appropriate) or remote outreach strategy to provide questionnaire assistance</b>		
Total number of locations (if COVID appropriate)		5
Total number of persons received assistance	4000	4000

## IACAA Illinois Census Work Plan Template information

<b>Agency Name:</b>	<b>Kendall County</b>
<b>Contact Person for Census Application Information:</b>	<b>Mera Johnson</b>
<b>Phone:</b>	<b>630-553-4834</b>
<b>Email:</b>	<b>mjohnson@co.kendall.il.us</b>
<b>Regions in which you want to apply:</b>	<b>Collar Counties</b>

### Direct Engagement

1. Organize and participate in community gatherings, events, and other forums to encourage the public to participate in the census.

<b>Planning</b>	<b>Hard To Reach Population (s) (HTC)</b>	<b>Activities</b> Total # of projected events	<b>Outcome Goals</b> Total # of individuals expected to reach	<b>Data Collection and Reporting</b> How will you measure success?	<b>Timeline</b> When will the activities take place? Where will the activities take place?
Organized Events planned					
Community Events to encourage public to participate in census	Non English speakers, renters, Non Traditional Households, individuals without technology, minorities	25	3000	Amount of contacts made and materials distributed	July 20 - October 20
<b>[If your organization has any other plans within this area, please explain here]</b>	Low self - response areas	5	1500	Amount of materials distributed	July 20- September 20

2. Implement direct engagement activities, which include in-person activities.

<b>Planning</b>	<b>Hard To Reach Population (s) (HTC)</b>	<b>Activities</b> Total # of projected events	<b>Outcome Goals</b> Total # of individuals expected to reach	<b>Data Collection and Reporting</b> How will you measure success?	<b>Timeline</b> When will the activities take place? Where will the activities take place?
Door Knocking					
Phone Banking					
Social Media Posts	Non English speakers, minorities, rural communities	5	15,000	Social media algorithm reports	July 20-December 20
Text Messaging Systems	Low self response population	Use local government text messaging systems	30,000	Amount of cell numbers reached	September 20-October 20
<b>[If your organization has any other plans within this area, please explain here]</b>					

3. Engage, train, and utilize trusted messengers and sources to encourage members of the public to participate in the census

<b>Planning</b>	<b>Hard To Reach Population (s) (HTC)</b>	<b>Activities</b> Total # of projected events	<b>Outcome Goals</b> Total # of individuals	<b>Data Collection and Reporting</b>	<b>Timeline</b> When will the activities take place?
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			expected to reach	How will you measure success?	Where will the activities take place?
Radio and media advertisements	Rural communities , low self response communities	30	20000	Number of clicks and listener numbers	Radio and online ads
Partnering organizations	renters, non- English speaker, those without cell service and non-traditional households	Village of Oswego, Oswego Township, Village of Plano, Kendall County Health Dept, Plano School District, Oswego School District, Oswego Senior Center, Yorkville Senior Center, Oswegoland Library, Plano Library, Yorkville Library, Yorkville School District	10000	Keep a count of how many people are engaged and how many meetings are attended	Work with the organization listed to send out bulk messages and newsletters also have tables at their events and material giveaways. Have kiosks
<b>[If your organization has any other plans within this area, please explain here]</b>	Low income households	Various local nonprofits Kendall County Inter Agency Council	5000	Keep count of attendees and number of material distributed	July 20- October 20

#### Questionnaire Assistance and Participation

Planning	Hard To Reach Population (s) (HTC)	Activities	Outcome Goals	Data Collection	Timeline
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		Total # of projected events	Total # of individuals expected to reach	<b>and Reporting</b> How will you measure success?	When will the activities take place?  Where will the activities take place?
Use trusted messengers and sources to assist the public in responding to the questionnaire	Non English speakers, low income families, renters, those without technology	Food Pantry, Local churches, local schools and daycares, kendall area transit	4000	Track how many materials are distributed	July 20-Oct 20
Provide internet access to complete the online survey  How would you offer this?  How often?		Chrome books and cell phones have been purchased and if the opportunity arises will use them		Take data on how many individuals use the devices	July 20 Dec 20
Establish, manage and announce locations where HTC communities may receive information regarding the census in their native language and assistance completing the survey when necessary					
Establish, or utilize comfortable, trusted and confidential environments in which the HTC communities can participate in the census	Non English, speakers, minorities	Ethnic grocery stores, schools, local churches, bilingual volunteer	500	How many materials are distributed	July 20-Oct 20
Partnering Organizations		Kendall County Health Dept	Engage clients and visitors to		July 20-Dec 20

			the Health Dept		
<b>[If your organization has any other plans within this area, please explain here]</b>		Work with Kendall Area Transit KAT to advertise on their vehicles			

### Education, Outreach and Communication

<b>Planning</b>	<b>Hard To Reach Population (s) (HTC)</b>	<b>Activities</b> Total # of projected events	<b>Outcome Goals</b> Total # of individuals expected to reach	<b>Data Collection and Reporting</b> How will you measure success?	<b>Timeline</b> When will the activities take place?  Where will the activities take place?
Adapt or when necessary develop culturally- and linguistically- appropriate materials, using relevant and tailored messaging in native language(s) and accessible formats	Non English speakers, minorities	unknown	Unknown	Take aggregate demographic data when engaging with individuals	July 20- Dec 20
Outreach communication strategies	Non English, speakers, minorities, new residents	Attend events and reach out through trusted community partners, send special mailings		Circulation data	July 20- Dec 20
Traditional Media		Used prepared Census materials to do newspaper and radio ads			July 20- Dec 20

Digital Media		Used prepared Census materials to so social media Ads in various languages. A website is planned.		Algorithms website user data	July 20- Dec 20
Circulating Education Materials		Use prepared brochures and promotional materials		Data on printed materials distributed	July 20- Dec 20
Partnering Organizations		Food Pantry, local school Principals, churches, hold a Community Census Training for non-profits			July 20- Dec 20
<b>[If your organization has any other plans within this area, please explain here]</b>	New Residents	Oswego, Plano and Yorkville are concerned about their New home sites		Send special mailing to new home sites	July 20- Dec 20

LOCAL CORONAVIRUS URGENT REMEDIATION EMERGENCY SUPPORT PROGRAM  
("Local CURE Program")

FINANCIAL SUPPORT CONDITIONS AND CERTIFICATION

**Kendall County** ("Local Government"), with its principal office at **111 W Fox St, Yorkville, IL 60560**, is eligible to receive an amount not to exceed **\$1,034,502** ("allotment") as financial support pursuant to the Local CURE Program.

The Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury's Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 ("CARES Act").

As a Local Government recipient of financial support through the Local CURE program, the Local Government is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (the "Department") for the specific purposes as set forth below. To participate in the Local CURE Program, the Local Government must remain in compliance with the terms and certifications stated herein. Please review the items below carefully, as the Local Government and its representative shall warrant that all material facts presented are accurate. If the Local Government is unable to provide this assurance, it is ineligible to receive financial support under the Local CURE Program.

The Department may enter into an agreement with one or more third parties to assist in the administration of the Local CURE Program. The Local Government shall adhere to all instructions or guidance issued by the Department's third party vendors in addition to those of the Department.

The allowable uses of program funds and eligible expenditures set forth in this certification will be modified by the Department, in accordance with the Illinois Administrative Procedure Act, if the CARES Act or the U.S. Department of the Treasury guidance is amended to authorize different categories of eligible uses or eligible expenses.

The Local Government should return this signed Financial Support Conditions and Certification by **October 1, 2020**.

FINANCIAL SUPPORT CONDITIONS

As the authorized representative of the Local Government, I agree and certify that the Local Government:

### General Information

1. Provided true and accurate information on the following documents, as applicable: the application and the IRS Form W-9.
2. Will have, by the time Local Government submits its first request for reimbursement, an active registration on the federal System for Award Management (“SAM”) and will maintain an active SAM registration throughout the duration of the Local Government’s participation in the Local CURE Program.
3. Is a “unit of local government” as defined by the Illinois Constitution, Article VII, Section 1 and has the legal authority to apply for and receive financial support under the Local CURE Program.
4. Is not located completely within one or more of the five Illinois counties that received direct allotments from the CARES Act fund (Cook, DuPage, Kane, Lake, or Will).

### Local CURE Program Requirements

5. Has incurred or will incur eligible costs, as defined by 14 Ill. Admin. Code Part 700, for which it will seek reimbursement from the Department under the Local CURE Program. Specifically, the costs incurred by the Local Government:
  - a. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
  - b. are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the unit of local government; and
  - c. were or will be incurred during the period that begins on March 1, 2020 and ends December 30, 2020.
6. Understands that pursuant to the Local CURE Program, the Local Government will only be permitted to seek reimbursement from the Department for costs that have already been expended for services performed or goods received. No advance payments will be permitted.
7. Shall seek reimbursement from one or more of the following five categories of eligible incurred expenses:
  - a. Medical expenses, including but not limited to: expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, costs of providing COVID-19 testing, and emergency medical response expenses;
  - b. Public health expenses, including but not limited to: expenses for communication and enforcement by local governments of public health orders related to COVID-19;
  - c. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services were substantially dedicated to mitigating or responding to COVID-19;
  - d. Expenses for actions taken to facilitate compliance with COVID-19 related public health measures; and
  - e. Any other COVID-19 related expenses reasonably necessary to the function of government, or for other uses approved by the Department, that satisfy the Local CURE Program eligibility criteria. The Local Government must document how expenses are related to COVID-19.



8. Understands that to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
9. Understands that it is Local Government's responsibility to communicate with and report to the Department Local Government's needs regarding the allotment on a regular basis, as directed by the Department. This includes the requirement that Local Government report as soon as practicable if it believes that a portion of the allotment will not be utilized by the Local Government, OR if Local Government is in need of additional funds in excess of the allotment, for costs which will be incurred by December 30, 2020 and which will comply with all the Local CURE Program requirements.
10. Understands that on or around **November 1, 2020**, the Department will send a notice to Local Government indicating that it must report in detail: (a) how Local Government intends to spend the remainder of the initial allotment, and (b) any anticipated eligible expenses through December 30, 2020 in excess of the local government's initial allotment. If, by **December 1, 2020**, Local Government does not submit a report to the Department, or the detailed report submitted by Local Government reveals that some or all of the allotment will not be utilized by the Local Government, the Department will redirect, in accordance with 14 Ill. Admin. Code Part 700, the projected unspent balance to other local governments eligible for the Local CURE Program, which have reported a need for funds.
11. Understands that all requests for reimbursement for any Local CURE Program allotment received by Local Government before February 1, 2021 must be received by the Department or its third party administrator by **January 31, 2021**.
12. Understands that if Local Government's allotment has a remaining balance of funds for which Local Government has not sought reimbursement by January 31, 2021, on **February 1, 2021**, the remaining balance will be redirected to one or more local governments eligible for the Local CURE Program, which have a need for funds.
13. Understands that if the Local Government receives an allotment on or after **February 1, 2021**, the Local Government must submit all requests for reimbursement for this allotment to the Department or its third party administrator by **February 28, 2021**.
14. Understands that for any allotment received by Local Government on or after December 1, 2020, to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
15. Understands that the Local Government will submit to the Department or its third party administrator requests for reimbursement on forms provided by the Department or its third party administrator, including all required supporting documentation and in the manner requested by the Department or third party administrator, that the third party administrator will review the information received for eligibility, and if approved, the payment(s) will be released by the Department to the Local Government.
16. Understands that funds received through the Local CURE Program may not be used to fill shortfalls in the Local Government's revenue to cover expenditures that would not otherwise qualify under the program unless the Department authorizes such expenditures, in accordance with the Illinois Administrative Procedure Act, after a modification to the CARES Act or subsequent guidance issued by the U.S. Department of the Treasury.

17. Shall not seek reimbursement for incurred expenses under the Local CURE Program for which the Local Government has received or will receive a duplicate benefit through another State or federal funding opportunity.
18. Understands that any funding provided through the Local CURE Program is authorized under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. The Local Government shall follow all requirements of the CARES Act, including, but not limited to, all related guidance, including subsequent guidance, issued by the U.S. Department of the Treasury.
19. Shall use the funds received from the Department in accordance with the requirements of the Local CURE Program, including the statute (20 ILCS 605/605-1045), rules (14 Ill. Admin. Code Part 700), including any amendments thereto, and all written guidance and manuals issued by the Department and/or its third party administrator. The Department, as the administrator of the Local CURE Program, has the authority to take any action necessary to bring Local Government into compliance with the program requirements.
20. Understands that the Department reserves the right to seek a refund from the Local Government if the Department, another State agency or the federal government finds that the Local Government: (a) made a false or fraudulent statement to the Department or its third party administrator; (b) made a false or fraudulent claim for funds; or (c) spent the Local CURE Program funds on ineligible expenses or for duplicate costs that were reimbursed through another federal or State program.

#### Local CURE Program Administrative Requirements

21. Shall provide all necessary forms, documentation and information as required or requested by the Department or its third party administrator(s) to operate the Local CURE Program.
22. Shall submit all required reports and information requested by the Department or the third party administrator including, but not limited to, information demonstrating funds received under the Local CURE Program were deposited in an account held by the Local Government.
23. When requesting a reimbursement, shall submit a report certifying the costs, as required by 2 CFR 200.415, and provide all documentation and information required by 14 Ill. Admin. Code Part 700, and any other information requested by the Department or its third party administrator.
24. Shall include Local CURE funding in the applicable financial statement and/or audit of the Local Government, including a Single Audit pursuant to the Single Audit Act (31 U.S.C. §§7501-7507).
25. Shall not seek reimbursement for costs paid to an entity on the federal or State debarred and suspended list.
26. Shall comply with the following provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200): 2 CFR 200.303 regarding internal controls; 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management; subpart E regarding cost eligibility requirements; and subpart F regarding audit requirements.

### General Administrative Requirements

27. Is complying with all relevant State and federal laws and regulations.
28. And its affiliate(s), is/are not barred from receiving the Local CURE Program funds because the Local Government, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Local Government, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Local Government acknowledges the Department may terminate and/or seek a refund of the Local Government's Local CURE Program allotment if this certification is false (30 ILCS 500/50-11).
29. Shall continue to comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), the Davis-Bacon Act (40 U.S.C. 276a-276-1), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), and the Illinois Prevailing Wage Act (820 ILCS 130/1).
30. Shall comply with all relevant laws and regulations concerning non-discrimination.
31. Shall pay no appropriated funds to any person for influencing or attempting to influence an officer or employee of federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.
32. Shall prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents an appearance of personal or organizational conflict of interests or personal gain.
33. Has no action, lawsuit or proceeding pending or, to the knowledge of the Local Government, threatened which questions the legality or propriety of the transactions contemplated by the receipt of funds through the Local CURE Program or which will have a material adverse effect on the performance required by the Local Government.
34. Has not received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the Local Government or its principals and key personnel that will be involved in the use of the Local CURE Program funds received.
35. Has not received any notice that any of its principals or key personnel that will be involved in the use of the Local CURE Program funds are the subject of any criminal investigations or charges.
36. Understands that neither the Department nor the Local Government shall be liable for actions chargeable to the other party related to the Department's provision of funds to the Local Government including, but not limited to, the negligent acts and omissions of a party's agents, employees or subcontractors in the performance of their duties, unless such liability is imposed by law.
37. Understands that receiving funds pursuant to the Local CURE Program is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend the Local Government's allotment, in whole or in part, without penalty or further payment being required, if (i) sufficient funds have not been appropriated or otherwise made available to the Department by the State or the federal funding source, (ii) the Governor or the Department

reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to the Local Government of any such funding failure and its election to terminate or suspend Local Government's allotment as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

#### Accessibility of Records and Retention

38. Shall make books, records, related papers, supporting documentation, financial records and personnel relevant to the Local CURE Program available to authorized Department representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, federal authorities, and any other person as may be authorized by the Department (including auditors), by the State of Illinois or by federal statute. Local Government shall cooperate fully in any such audit or inquiry. Failure by the Local Government to maintain books, records, financial records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Local CURE Program for which adequate books, records, financial records and supporting documentation are not available to support disbursement.
39. Understands that the Department or its third party administrator will conduct monitoring of the Local CURE Program to ensure funds were spent in accordance with the Local CURE Program statute and the administrative rules.
40. Shall provide to any agent authorized by the Department, upon presentation of credentials, full access to, and the right to examine, any document, papers and records either in hard copy or electronic format, of the Local Government involving transactions related to the Local CURE Program.
41. Shall maintain for five (5) years from the date of submission of the final request for reimbursement, adequate books, all financial records and supporting documents, statistical records and all other records pertinent to the Local CURE Program. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

#### Other Expenditures Prohibited by the CARES Act

42. Shall not seek reimbursement under the Local CURE Program for expenditures prohibited by section 5001(b) of the CARES Act, including, but not limited to:
  - a. advocacy for the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act;
  - b. dissemination of deliberately false or misleading scientific information;
  - c. lobbying; or
  - d. expenses for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition

caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

**Please Answer the Following Questions:**

1. Does the Local Government intend to use the full allotment of funds set forth in the first paragraph, above? ☐ Yes ☐ No
  - a. If yes, the Local Government agrees that it shall notify the Department as soon as practicable if the Local Government determines that it will not use its full allotment.
  - b. If no, approximately, how much of the allotment does the Local Government plan to use? \$ \_\_\_\_\_
2. Does the Local Government have or estimate it will have additional Local CURE Program eligible expenses greater than the allotment set forth in the first paragraph, above?  
☐ Yes ☐ No
  - a. If yes, please provide an estimate of the additional funds needed and the types of expenses generally. \_\_\_\_\_  
\_\_\_\_\_
3. Does the Local Government plan to use any of the funds received through the Local CURE program from the Department as a required match component for another State or federal program? ☐ Yes ☐ No
  - a. If yes, please describe the program(s). \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

The individual below, acting in the capacity to represent the Local Government in completion of this certification, certifies that all information contained herein, is true to the best of his/her knowledge and belief.

I declare under penalty of perjury that the above statements are true and correct.

**Authorized Representative**

_____	<u>Scott Gryder</u>	<u>Board Chairman</u>	_____
Signature	Name	Title	Date

sgryder@co.kendall.il.us  
E-mail

<u>366006598</u>	<u>361779440</u>
Local Government FEIN	Local Government DUNS Number

**Primary Local Government Contact for Local CURE Program**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



**COUNTY OF KENDALL, ILLINOIS**

**RESOLUTION 2020-\_\_**

**RESOLUTION GRANTING THE KENDALL COUNTY ADMINISTRATOR  
SIGNATURE AUTHORITY FOR THE LOCAL CURE PROGRAM ON BEHALF  
OF KENDALL COUNTY, ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that “units of local government and school districts may contract or otherwise associate among themselves . . . [and] with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, Kendall County wishes to participate in the Local Coronavirus Urgent Remediation Emergency Support Program (“Local CURE Program”); and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of Local Coronavirus Urgent Remediation Emergency Support Program (“Local CURE Program”), attached as Exhibit A, which will serve as the financial support conditions and certification for the reimbursement of eligible expenses; and

WHEREAS, the Kendall County Board recognizes that the nature of Local CURES Program is such that agreements may need to be executed within a short period of time, which does not allow adequate time for the Kendall County Board to review and approve them; and

WHEREAS, the Kendall County Board recognizes the Kendall County Administrator, as an appointed official by the County Board, is the county officer best situated to determine if and when it is appropriate for Kendall County, Illinois (“the County”) to seek reimbursement for eligible expenses pursuant to the Local CURE Program.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Administrator the authority to seek reimbursement and sign the necessary agreements, which are required for the County to obtain such reimbursement under the Local CURES Program without further action by the Kendall County Board, and the authority to bind the County, provided the agreement executed by the Kendall County Administrator substantially complies with the terms and conditions of the Local CURE Program attached as Exhibit A.

BE IT FURTHER RESOLVED that the authority herein granted to the Kendall County Administrator will continue for one year after the date of adoption of this Resolution (“Termination Date”).

Approved and adopted by the County Board of Kendall County, Illinois, this 18th day of August 2020.

County Board Chairman Signature:

Attest:

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Scott Gryder, Chairman  
Kendall County Board

---

Debbie Gillette  
Kendall County Clerk

Certification No. **20-491044**

LOCAL CORONAVIRUS URGENT REMEDIATION EMERGENCY SUPPORT PROGRAM  
("Local CURE Program")

FINANCIAL SUPPORT CONDITIONS AND CERTIFICATION

**Kendall County** ("Local Government"), with its principal office at **111 W Fox St, Yorkville, IL 60560**, is eligible to receive an amount not to exceed **\$1,034,502** ("allotment") as financial support pursuant to the Local CURE Program.

The Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury's Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 ("CARES Act").

As a Local Government recipient of financial support through the Local CURE program, the Local Government is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (the "Department") for the specific purposes as set forth below. To participate in the Local CURE Program, the Local Government must remain in compliance with the terms and certifications stated herein. Please review the items below carefully, as the Local Government and its representative shall warrant that all material facts presented are accurate. If the Local Government is unable to provide this assurance, it is ineligible to receive financial support under the Local CURE Program.

The Department may enter into an agreement with one or more third parties to assist in the administration of the Local CURE Program. The Local Government shall adhere to all instructions or guidance issued by the Department's third party vendors in addition to those of the Department.

The allowable uses of program funds and eligible expenditures set forth in this certification will be modified by the Department, in accordance with the Illinois Administrative Procedure Act, if the CARES Act or the U.S. Department of the Treasury guidance is amended to authorize different categories of eligible uses or eligible expenses.

The Local Government should return this signed Financial Support Conditions and Certification by **October 1, 2020**.

FINANCIAL SUPPORT CONDITIONS

As the authorized representative of the Local Government, I agree and certify that the Local Government:

General Information

1. Provided true and accurate information on the following documents, as applicable: the application and the IRS Form W-9.
2. Will have, by the time Local Government submits its first request for reimbursement, an active registration on the federal System for Award Management (“SAM”) and will maintain an active SAM registration throughout the duration of the Local Government’s participation in the Local CURE Program.
3. Is a “unit of local government” as defined by the Illinois Constitution, Article VII, Section 1 and has the legal authority to apply for and receive financial support under the Local CURE Program.
4. Is not located completely within one or more of the five Illinois counties that received direct allotments from the CARES Act fund (Cook, DuPage, Kane, Lake, or Will).

Local CURE Program Requirements

5. Has incurred or will incur eligible costs, as defined by 14 Ill. Admin. Code Part 700, for which it will seek reimbursement from the Department under the Local CURE Program. Specifically, the costs incurred by the Local Government:
  - a. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
  - b. are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the unit of local government; and
  - c. were or will be incurred during the period that begins on March 1, 2020 and ends December 30, 2020.
6. Understands that pursuant to the Local CURE Program, the Local Government will only be permitted to seek reimbursement from the Department for costs that have already been expended for services performed or goods received. No advance payments will be permitted.
7. Shall seek reimbursement from one or more of the following five categories of eligible incurred expenses:
  - a. Medical expenses, including but not limited to: expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, costs of providing COVID-19 testing, and emergency medical response expenses;
  - b. Public health expenses, including but not limited to: expenses for communication and enforcement by local governments of public health orders related to COVID-19;
  - c. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services were substantially dedicated to mitigating or responding to COVID-19;
  - d. Expenses for actions taken to facilitate compliance with COVID-19 related public health measures; and
  - e. Any other COVID-19 related expenses reasonably necessary to the function of government, or for other uses approved by the Department, that satisfy the Local CURE Program eligibility criteria. The Local Government must document how expenses are related to COVID-19.

8. Understands that to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
9. Understands that it is Local Government's responsibility to communicate with and report to the Department Local Government's needs regarding the allotment on a regular basis, as directed by the Department. This includes the requirement that Local Government report as soon as practicable if it believes that a portion of the allotment will not be utilized by the Local Government, OR if Local Government is in need of additional funds in excess of the allotment, for costs which will be incurred by December 30, 2020 and which will comply with all the Local CURE Program requirements.
10. Understands that on or around **November 1, 2020**, the Department will send a notice to Local Government indicating that it must report in detail: (a) how Local Government intends to spend the remainder of the initial allotment, and (b) any anticipated eligible expenses through December 30, 2020 in excess of the local government's initial allotment. If, by **December 1, 2020**, Local Government does not submit a report to the Department, or the detailed report submitted by Local Government reveals that some or all of the allotment will not be utilized by the Local Government, the Department will redirect, in accordance with 14 Ill. Admin. Code Part 700, the projected unspent balance to other local governments eligible for the Local CURE Program, which have reported a need for funds.
11. Understands that all requests for reimbursement for any Local CURE Program allotment received by Local Government before February 1, 2021 must be received by the Department or its third party administrator by **January 31, 2021**.
12. Understands that if Local Government's allotment has a remaining balance of funds for which Local Government has not sought reimbursement by January 31, 2021, on **February 1, 2021**, the remaining balance will be redirected to one or more local governments eligible for the Local CURE Program, which have a need for funds.
13. Understands that if the Local Government receives an allotment on or after **February 1, 2021**, the Local Government must submit all requests for reimbursement for this allotment to the Department or its third party administrator by **February 28, 2021**.
14. Understands that for any allotment received by Local Government on or after December 1, 2020, to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
15. Understands that the Local Government will submit to the Department or its third party administrator requests for reimbursement on forms provided by the Department or its third party administrator, including all required supporting documentation and in the manner requested by the Department or third party administrator, that the third party administrator will review the information received for eligibility, and if approved, the payment(s) will be released by the Department to the Local Government.
16. Understands that funds received through the Local CURE Program may not be used to fill shortfalls in the Local Government's revenue to cover expenditures that would not otherwise qualify under the program unless the Department authorizes such expenditures, in accordance with the Illinois Administrative Procedure Act, after a modification to the CARES Act or subsequent guidance issued by the U.S. Department of the Treasury.

17. Shall not seek reimbursement for incurred expenses under the Local CURE Program for which the Local Government has received or will receive a duplicate benefit through another State or federal funding opportunity.
18. Understands that any funding provided through the Local CURE Program is authorized under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. The Local Government shall follow all requirements of the CARES Act, including, but not limited to, all related guidance, including subsequent guidance, issued by the U.S. Department of the Treasury.
19. Shall use the funds received from the Department in accordance with the requirements of the Local CURE Program, including the statute (20 ILCS 605/605-1045), rules (14 Ill. Admin. Code Part 700), including any amendments thereto, and all written guidance and manuals issued by the Department and/or its third party administrator. The Department, as the administrator of the Local CURE Program, has the authority to take any action necessary to bring Local Government into compliance with the program requirements.
20. Understands that the Department reserves the right to seek a refund from the Local Government if the Department, another State agency or the federal government finds that the Local Government: (a) made a false or fraudulent statement to the Department or its third party administrator; (b) made a false or fraudulent claim for funds; or (c) spent the Local CURE Program funds on ineligible expenses or for duplicate costs that were reimbursed through another federal or State program.

#### Local CURE Program Administrative Requirements

21. Shall provide all necessary forms, documentation and information as required or requested by the Department or its third party administrator(s) to operate the Local CURE Program.
22. Shall submit all required reports and information requested by the Department or the third party administrator including, but not limited to, information demonstrating funds received under the Local CURE Program were deposited in an account held by the Local Government.
23. When requesting a reimbursement, shall submit a report certifying the costs, as required by 2 CFR 200.415, and provide all documentation and information required by 14 Ill. Admin. Code Part 700, and any other information requested by the Department or its third party administrator.
24. Shall include Local CURE funding in the applicable financial statement and/or audit of the Local Government, including a Single Audit pursuant to the Single Audit Act (31 U.S.C. §§7501-7507).
25. Shall not seek reimbursement for costs paid to an entity on the federal or State debarred and suspended list.
26. Shall comply with the following provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200): 2 CFR 200.303 regarding internal controls; 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management; subpart E regarding cost eligibility requirements; and subpart F regarding audit requirements.



General Administrative Requirements

27. Is complying with all relevant State and federal laws and regulations.
28. And its affiliate(s), is/are not barred from receiving the Local CURE Program funds because the Local Government, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Local Government, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Local Government acknowledges the Department may terminate and/or seek a refund of the Local Government's Local CURE Program allotment if this certification is false (30 ILCS 500/50-11).
29. Shall continue to comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), the Davis-Bacon Act (40 U.S.C. 276a-276-1), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), and the Illinois Prevailing Wage Act (820 ILCS 130/1).
30. Shall comply with all relevant laws and regulations concerning non-discrimination.
31. Shall pay no appropriated funds to any person for influencing or attempting to influence an officer or employee of federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.
32. Shall prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents an appearance of personal or organizational conflict of interests or personal gain.
33. Has no action, lawsuit or proceeding pending or, to the knowledge of the Local Government, threatened which questions the legality or propriety of the transactions contemplated by the receipt of funds through the Local CURE Program or which will have a material adverse effect on the performance required by the Local Government.
34. Has not received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the Local Government or its principals and key personnel that will be involved in the use of the Local CURE Program funds received.
35. Has not received any notice that any of its principals or key personnel that will be involved in the use of the Local CURE Program funds are the subject of any criminal investigations or charges.
36. Understands that neither the Department nor the Local Government shall be liable for actions chargeable to the other party related to the Department's provision of funds to the Local Government including, but not limited to, the negligent acts and omissions of a party's agents, employees or subcontractors in the performance of their duties, unless such liability is imposed by law.
37. Understands that receiving funds pursuant to the Local CURE Program is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend the Local Government's allotment, in whole or in part, without penalty or further payment being required, if (i) sufficient funds have not been appropriated or otherwise made available to the Department by the State or the federal funding source, (ii) the Governor or the Department

reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to the Local Government of any such funding failure and its election to terminate or suspend Local Government's allotment as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

#### Accessibility of Records and Retention

38. Shall make books, records, related papers, supporting documentation, financial records and personnel relevant to the Local CURE Program available to authorized Department representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, federal authorities, and any other person as may be authorized by the Department (including auditors), by the State of Illinois or by federal statute. Local Government shall cooperate fully in any such audit or inquiry. Failure by the Local Government to maintain books, records, financial records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Local CURE Program for which adequate books, records, financial records and supporting documentation are not available to support disbursement.
39. Understands that the Department or its third party administrator will conduct monitoring of the Local CURE Program to ensure funds were spent in accordance with the Local CURE Program statute and the administrative rules.
40. Shall provide to any agent authorized by the Department, upon presentation of credentials, full access to, and the right to examine, any document, papers and records either in hard copy or electronic format, of the Local Government involving transactions related to the Local CURE Program.
41. Shall maintain for five (5) years from the date of submission of the final request for reimbursement, adequate books, all financial records and supporting documents, statistical records and all other records pertinent to the Local CURE Program. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

#### Other Expenditures Prohibited by the CARES Act

42. Shall not seek reimbursement under the Local CURE Program for expenditures prohibited by section 5001(b) of the CARES Act, including, but not limited to:
  - a. advocacy for the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act;
  - b. dissemination of deliberately false or misleading scientific information;
  - c. lobbying; or
  - d. expenses for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition

caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

**Please Answer the Following Questions:**

1. Does the Local Government intend to use the full allotment of funds set forth in the first paragraph, above? ☐ Yes ☐ No
  - a. If yes, the Local Government agrees that it shall notify the Department as soon as practicable if the Local Government determines that it will not use its full allotment.
  - b. If no, approximately, how much of the allotment does the Local Government plan to use? \$ \_\_\_\_\_
  
2. Does the Local Government have or estimate it will have additional Local CURE Program eligible expenses greater than the allotment set forth in the first paragraph, above? ☐ Yes ☐ No
  - a. If yes, please provide an estimate of the additional funds needed and the types of expenses generally. \_\_\_\_\_  
\_\_\_\_\_
  
3. Does the Local Government plan to use any of the funds received through the Local CURE program from the Department as a required match component for another State or federal program? ☐ Yes ☐ No
  - a. If yes, please describe the program(s). \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

The individual below, acting in the capacity to represent the Local Government in completion of this certification, certifies that all information contained herein, is true to the best of his/her knowledge and belief.

I declare under penalty of perjury that the above statements are true and correct.

**Authorized Representative**

_____ Signature	<u>Scott Gryder</u> Name	<u>Board Chairman</u> Title	_____ Date
--------------------	-----------------------------	--------------------------------	---------------

sgryder@co.kendall.il.us  
E-mail

<u>366006598</u> Local Government FEIN	<u>361779440</u> Local Government DUNS Number
---	--

**Primary Local Government Contact for Local CURE Program**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>7/1/20-7/31/20</b>	<b>7/1/19-7/31/19</b>	<b>7/1/18-7/31/18</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
CLKFEE	County Clerk Fees	\$1,154.50	\$893.50	\$814.00
MARFEE	County Clerk Fees - Marriage License	\$2,370.00	\$1,680.00	\$1,920.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$75.00		
CRTCOP	County Clerk Fees - Certified Copy	\$2,222.00		
NOTARY	County Clerk Fees - Notary	\$215.00		
MISINC	County Clerk Fees - Misc	\$42.50	\$2,248.50	\$2,301.00
	County Clerk Fees - Misc Total	\$6,079.00	\$4,822.00	\$5,035.00
RECREE	County Clerk Fees - Recording	\$39,809.00	\$30,366.00	\$27,163.00
	Total County Clerk Fees	\$45,888.00	\$35,188.00	\$32,198.00
CTYREV	County Revenue	\$37,133.75	\$42,211.00	\$43,574.25
DCSTOR	Doc Storage	\$23,348.50	\$17,781.50	\$16,273.00
GISMAP	GIS Mapping	\$73,980.00	\$30,017.00	\$27,482.00
GISRCD	GIS Recording	\$4,932.00	\$3,753.00	\$3,436.00
INTRST	Interest	\$25.87	\$21.74	\$21.77
RECMIS	Recorder's Misc	\$11,208.75	\$919.00	\$875.50
RHSP	RHSP/Housing Surcharge	\$20,781.00	\$16,083.00	\$14,652.00
TAXCRT	Tax Certificate Fee	\$640.00	\$360.00	\$840.00
TAXFEE	Tax Sale Fees	\$60.00	\$0.00	\$40.00
PSTFEE	Postage Fees		\$ -	\$ -
CK # 18992	To KC Treasurer	\$217,997.87	\$146,334.24	\$139,392.52
Death Certificate Surcharge sent from Clerk's office \$1664.00 ck # 18990				
Dom Viol Fund sent from Clerk's office \$395.00 ck 18991				

# Office of Jill Ferko

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

## **Kendall County General Fund**

### QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR EIGHT MONTHS ENDED 07/31/2020

<u>REVENUES*</u>	Annual <u>Budget</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>	2019 YTD <u>Actual</u>	2019 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$236,005	60.51%	\$317,497	85.81%
State Income Tax	\$2,300,000	\$1,722,263	74.88%	\$1,890,013	85.08%
Local Use Tax	\$700,000	\$630,378	90.05%	\$544,449	79.48%
State Sales Tax	\$550,000	\$362,874	65.98%	\$334,962	60.90%
County Clerk Fees	\$325,000	\$278,897	85.81%	\$209,147	64.35%
Circuit Clerk Fees	\$1,350,000	\$686,401	50.84%	\$441,514	55.19%
Fines & Foreits/St Atty.	\$300,000	\$182,461	60.82%	\$152,490	46.92%
Building and Zoning	\$68,000	\$75,595	111.17%	\$56,922	83.71%
Interest Income	\$200,000	\$130,179	65.09%	\$205,563	137.04%
Health Insurance - Empl. Ded.	\$1,266,656	\$805,563	63.60%	\$798,647	63.11%
1/4 Cent Sales Tax	\$3,105,000	\$1,993,428	64.20%	\$2,005,808	64.60%
County Real Estate Transf Tax	\$425,000	\$330,358	77.73%	\$268,746	63.23%
Federal Inmate Revenue	\$2,044,000	\$1,508,800	73.82%	\$1,516,125	93.66%
Sheriff Fees	\$170,000	\$64,885	38.17%	\$111,345	62.79%
<b>TOTALS</b>	<b>\$13,193,656</b>	<b>\$9,008,088</b>	<b>68.28%</b>	<b>\$8,853,230</b>	<b>73.25%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,324,000</b>	<b>\$3,433,751</b>	<b>64.50%</b>	<b>\$3,487,000</b>	<b>66.80%</b>
<b>Transportation Sales Tax</b>	<b>\$6,000,000</b>	<b>\$3,433,751</b>	<b>57.23%</b>	<b>\$3,487,000</b>	<b>69.74%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 8 months the revenue and expense should at 63.66%

## EXPENDITURES

All General Fund Offices/Categories

<b>\$29,562,287</b>	<b>\$18,502,906</b>	<b>62.59%</b>	<b>\$16,953,361</b>	<b>59.30%</b>
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KENDALL COUNTY CORONER  
— JACQUIE PURCELL —

Description	**	July 2020	Fiscal Year-to-Date	July 2020
Total Deaths		37	270	28/193
Natural Deaths		35	250	25/180
Accidental Deaths		1	11	0/3
Pending		0	0	0/0
Suicidal Deaths		2	8	3/9
Homicidal Deaths		1	1	1/1
Underterminated		0	0	0/0
Toxicology		3	26	3/16
Autopsies		5	18	2/12
Cremation Authorizations		28	172	21/119
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
6		5		1

\*\*

(S):

1. 07/07/2020 – Plainfield– 19yo, Male, Gunshot Wound to the Neck
2. 07/22/2020 – Plainfield - 33yo, Male, Gunshot Wound to the Head

(A):

1. 07/11/2020 – Yorkville – 41yo, Male, Overdose Death

(H):

1. 07/02/2020 – Montgomery – 6yo, Olanzapine Toxicity

**PERSONNEL/OFFICE ACTIVITY:**

1. Intern, Maggie Klemm, finished her time with the office on 07/10/2020. Maggie is studying Forensic Anthropology at Western Carolina University in North Carolina.
2. On July 1, Coroner Purcell facilitated the “Lights of Hope” support group for families and friends who have been impacted by an overdose related death.
3. A total of 35.5 community service hours were served in July.

**ORDINANCE NO. 20 - \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF KENDALL  
AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY AND THE TOWN OF NORMAL,  
MCLEAN COUNTY, ILLINOIS ("NORMAL"), AND  
AUTHORIZING NORMAL TO EXERCISE THE POWERS OF  
THE COUNTY OF KENDALL IN CONNECTION WITH AN MCC  
PROGRAM AND A LOAN FINANCE PROGRAM.**

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

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

**WHEREAS**, Normal and the County of Kendall (the “*Cooperating Unit*”) are each a unit of local government and a public agency of the State of Illinois; and

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

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

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

**WHEREAS**, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to issue mortgage credit certificates on behalf

of the Cooperating Unit for the purpose of providing an adequate supply of residential housing in the Cooperating Unit through the enhancement of Mortgage Loans within the corporate boundaries of the Cooperating Unit (the “MCC Program”); and

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

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, AS FOLLOWS:**

**Section 1. Approval of Cooperation Agreement.** The County Board of the Cooperating Unit hereby approves the Cooperation Agreement, in the form set forth as **Exhibit A** hereto, between the Cooperating Unit and Normal, relating to the Programs.

**Section 2. Execution of Cooperation Agreement.** The Chairman of the Cooperating Unit is hereby authorized and directed to execute and deliver the Cooperation Agreement. The County Clerk of the Cooperating Unit is hereby authorized and directed to attest to the Cooperation Agreement.

**Section 3. Liability.** No pledge, agreement, covenant, representation, obligation, or undertaking by the Cooperating Unit contained in this authorizing Ordinance and no other pledge, agreement, covenant, representation, obligation, or undertaking by the Cooperating Unit contained in any other document executed by the Cooperating Unit in connection with the Program or the MCCs, including the Cooperation Agreement, shall give rise to any pecuniary liability on the part of the Cooperating Unit or a charge against its general credit or shall obligate the Cooperating Unit financially in any way. Any such actions that may impose pecuniary liability, a charge against its general credit, or a financial obligation against the Cooperating Unit are unauthorized by this Ordinance.

**Section 4. Severability.** It is hereby declared to be the intention of the Cooperating Unit that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Cooperating Unit intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any

part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**Section 5. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

**Section 6. Recitals.** The recitals contained in the preamble to this Ordinance are hereby adopted as part of this Ordinance.

**Section 7. Adoption.** This Ordinance shall be in full force and effect from and after its passage, approval and publication, if required, as provided by law.

Passed by the County Board of the County of Kendall on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ on the following vote:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Chairman

[SEAL]

ATTEST:

\_\_\_\_\_  
County Clerk

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INTERGOVERNMENTAL COOPERATION AGREEMENT

BY AND BETWEEN

TOWN OF NORMAL, McLEAN COUNTY, ILLINOIS

AND

COUNTY OF KENDALL, ILLINOIS

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DATED AS OF August 18, 2020

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## INTERGOVERNMENTAL COOPERATION AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

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



Cooperating Unit (the "*MCC Program*"); and

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

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

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

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

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

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

liabilities against the Cooperating Unit.

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

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

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

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

*Section 5. Absolute and Irrevocable Conditions; Amendment.* All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by Normal and the Cooperating Unit. This Cooperation Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Cooperation Agreement supersedes any prior written or oral agreements between the parties. Except as otherwise provided herein, this Cooperation Agreement may not be effectively amended, changed, modified or altered without the written consent of Normal and the Cooperating Unit, authorized by resolution or ordinance adopted by their respective governing bodies, certified copies of which shall be filed with the other party.

*Section 6. Binding Effect.* This Cooperation Agreement shall inure to the benefit of and shall be

binding upon Normal and the Cooperating Unit and their respective successors and assigns.

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

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

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

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

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

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

*Section 13. Non-Discrimination.* Normal, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1968, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

*Section 14. Compliance with State and Federal Laws.* Normal agrees to comply with all applicable federal, state and local laws and regulatory requirements. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

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

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Board Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Clerk

**COUNTY OF KENDALL**

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

(SEAL)

ATTEST:

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

**COUNTY OF KENDALL, ILLINOIS**  
**ORDINANCE # 2020-\_\_\_\_\_**

**AMENDMENT TO ARTICLE III OF THE KENDALL COUNTY BOARD RULES OF ORDER  
PERTAINING TO REGULAR & SPECIAL BOARD MEETINGS**

**WHEREAS**, Article XXI of the Kendall County Board Rules of Order allows the Kendall County Board to amend their Rules of Order from time to time; and

**WHEREAS**, the Kendall County Board feels that the rules for remote meeting attendance during a disaster should be updated and clarified; and

**WHEREAS**, the Kendall County Board feels that the format of the agenda should be updated; and

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Kendall, State of Illinois, as follows:

1. The recitals set forth above are incorporated as if fully set forth herein.
2. Effective immediately, the Kendall County Board hereby amends Article III of the Kendall County Board Rules of Order as follows:

Amended Text: Effective immediately, Section F, 1 through 11, add:

**“Meetings Held Electronically.** All meetings of the Kendall County Board, including special committees and standing committees, are to be held in-person. The following rules shall remain dormant unless the Governor or the Director of the Illinois Department of Public Health has issued a disaster declaration related to public health concerns because of a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act, and all or part of the jurisdiction of the public body is covered by the disaster area, and the Chairman of the County Board determines that an in-person meeting or a meeting conducted under this Act is not practical or prudent because of a disaster. If these conditions are met then the following rules shall apply for electronic meetings of the County Board, special committees, and standing committees :

(Amended 8/18/2020)

1. **Remote Only Meeting.** If the County Office Building is closed to the public all meetings will be remote only.
2. **Hybrid Meeting.** If the County Office Building is open to the public and the Chairman of the Board decides that a complete in-person meeting is not prudent, then all meetings will be hybrid (in-person and remote attendance are both allowed).
3. **Executive Session.** The member shall be in a private area away from other individuals before joining an executive session.
4. **Limitations on Members.** Members are encouraged to be in a quiet room to limit interruption to the meeting.
5. **Login time.** The Secretary of the Board or of the Committee shall schedule Internet meeting and login 15 minutes prior to the scheduled start of the meeting.
6. **Quorum calls.** The presence of a quorum shall be established by audible roll call at the beginning of the meeting. Thereafter, the continued presence of a quorum shall be determined by the online list of participating members, unless any member demands a quorum count by audible roll call. Such a demand shall be made following any vote

for which the announced totals add to less than a quorum. If in a hybrid meeting the combination of in person attendance and the online list shall determine quorum.

7. **Technical requirements and malfunctions.** Each member is responsible for his or her audio and Internet connections; no action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting.
8. **Disruption of the Meeting.** The chair may cause or direct the muting of a member's connection if it is causing undue interference with the meeting. The chair's decision to do so, which is subject to an undebatable appeal that can be made by any member, shall be announced during the meeting and recorded in the minutes. The chair may cause or direct the disconnection or muting of any non-member participant that is causing a disruption of the meeting.
9. **Assignment of the floor.** To seek recognition by the chair, a member shall utilize the raise hand feature. If a meeting is hybrid then the chair shall recognize the speakers based on those raising their hand in meeting room and the electronic room.
10. **Interrupting a member.** A member who intends to make a motion or request that under the rules may interrupt a speaker shall use raise hand feature for so indicating, and shall thereafter wait a reasonable time for the chair's instructions before attempting to interrupt the speaker by voice."
11. **Location of presiding officer.** If a hybrid meeting the presiding officer of the meeting must be present in the meeting room.

3. A true and correct copy of the Kendall County Board Rules of Order with all of the amendments set forth above is attached as Exhibit 1 to this Ordinance.

*IN WITNESS OF*, these amendments to the Kendall County Board Rules of Order have been enacted with the consent of at least two-thirds of the Kendall County Board members this eighteenth day of August, 2020.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Scott R. Gryder



**Exhibit 1**  
**COUNTY BOARD RULES OF ORDER**  
**KENDALL COUNTY, ILLINOIS**

BE IT RESOLVED, that the following rules are hereby adopted as the Rules of Order of the County Board of Kendall County, Illinois.

**I. CODE OF CONDUCT**

A. Each County Board member shall abide by the Code of Conduct provisions provided for herein:

1. No County Board member whether elected or appointed, shall:
  1. Directly or indirectly solicit or accept any service or item of value from any person, firm or corporation having dealings with the County except upon the same terms granted to the public generally.
  2. Receive any part of any fee, commission or other compensation paid or payable by the County or by any person in connection with any dealings or proceedings before any agency of the County.
  3. Directly or indirectly solicit or accept any service or item of value from the broker or agent who procures any type of bond or policy of insurance for the County, its officers, employees, persons or firms doing business with the County.
  4. Willfully and knowingly disclose, for direct or indirect financial gain, to any person, confidential information acquired by him or her in the course of and by reason of his or her official duties or use any such information for the purpose of individual, direct or indirect financial gain.
2. Any County Board member who has a financial interest, direct or indirect, in any contract with the County, or in the sale of land, material, supplies or services by or to the County or to a contractor supplying services by or to the County or in any resolution or ordinance proposed or pending before the Board shall make known that interest and shall refrain from voting upon or otherwise participating in the making of such contract or in the discussion, adoption or defeat of such resolution or ordinance. If the person or corporation contracting with or making a sale to or purchasing from the County knows, or has reason to know, that this subsection has been violated, then the contract or sale may be declared void by resolution of the County Board.
3. The Penalty for violation of any of these specific prohibitions of this Section of the rules shall be as provided by law.

## Exhibit 1

### II. ETHICS LAW

- A. The Illinois General Assembly enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective December 9, 2003) making revisions to State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State and local officials and employees. As required by the Act, Kendall County adopted a similar ordinance in May of 2004. (Amended 11/18/2008)
- B. County Board members are subject to the State statute and County ordinance. Penalty for violation of State statute or County ordinance shall be as provided by law or ordinance. (Amended 11/18/2008)

### III. REGULAR & SPECIAL BOARD MEETINGS

- A. Regular Meetings shall be held on the third Tuesday of June and September, as fixed by Statute. The Adjourned Meetings of the Board shall be held on the first and third Tuesday of each month, or such other day as the Board shall specify upon motion duly made, seconded and carried. If an Adjourned Meeting date falls on a Holiday or Election Day, it shall be held on the next working day, usually Wednesday. Meeting time shall be 6:00 p.m. on the first Tuesday and 9:00 a.m. on the third Tuesday or at such other time as the County Board determines, at the County Board Room of Kendall County, Illinois.
- B. Swearing in and organization of the Board shall be held on the first Monday in December in the year of the election of Board Members. The County Clerk shall convene the organizational meeting and the County Board members shall select the County Board Chairman. (Amended 11/18/2008)
- C. As required by Illinois Statute (ICS 55 ILCS 5/2-1002), special meetings of the County Board may be called at the written request of not less than one-third of the members of the County Board (four members) and filed with the County Clerk. A Special Meeting of the County Board shall be called to be held not earlier than five (5) days from the date written notice of such call was mailed by said Clerk to the Board Members. Only such business shall be transacted at any Special Meeting as has been stated in the notice of the call of such Special Meeting. However, during regular and adjourned meetings of the County Board, special meetings may be set by the members in accordance with the Open Meetings Act. (Amended 11/18/2008)
- D. In accordance with the Illinois Open Meetings Act, public notice in the form of an agenda must be posted at the County Office Building and the building in which the meeting will occur if not the same building. The posting must be no less than 48 hours prior to the start of the meeting. (Amended 11/18/2008)

## Exhibit 1

- E. Individual Public Comment shall be limited to five (5) minutes per speaker. The total time for Public Comment at each Regular & Special County Board Meeting shall not exceed one hour per comment period. The County Board Chairman shall have the ability with the consent of the majority of the County Board, to extend either time period. (Amended 4/3/2019)
1. Persons addressing the Board shall not be permitted to make statements or remarks or engage in conduct that actually disturbs or impedes the public meeting. The Chairman may require any person making such prohibited statements or remarks or engaging in such conduct to leave the meeting.
- F. **Meetings Held Electronically.** All meetings of the Kendall County Board, including special committees and standing committees, are to be held in-person. The following rules shall remain dormant unless the Governor or the Director of the Illinois Department of Public Health has issued a disaster declaration related to public health concerns because of a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act, and all or part of the jurisdiction of the public body is covered by the disaster area, and the Chairman of the County Board determines that an in-person meeting or a meeting conducted under this Act is not practical or prudent because of a disaster. If these conditions are met then the following rules shall apply for electronic meetings of the County Board, special committees, and standing committees : (Amended 8/18/2020)
1. **Remote Only Meeting.** If the County Office Building is closed to the public all meetings will be remote only.
  2. **Hybrid Meeting.** If the County Office Building is open to the public and the Chairman of the Board decides that a complete in-person meeting is not prudent, then all meetings will be hybrid (in-person and remote attendance are both allowed).
  3. **Executive Session.** The member shall be in a private area away from other individuals before joining an executive session.
  4. **Limitations on Members.** Members are encouraged to be in a quiet room to limit interruption to the meeting.
  5. **Login time.** The Secretary of the Board or of the Committee shall schedule Internet meeting and login 15 minutes prior to the scheduled start of the meeting.
  6. **Quorum calls.** The presence of a quorum shall be established by audible roll call at the beginning of the meeting. Thereafter, the continued presence of a quorum shall be determined by the online list of participating members, unless any member demands a quorum count by audible roll call. Such a demand shall be made following any vote for which the announced totals add to less than a quorum. If in a hybrid meeting the combination of in person attendance and the online list shall determine quorum.
  7. **Technical requirements and malfunctions.** Each member is responsible for his or her audio and Internet connections; no action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting.
  8. **Disruption of the Meeting.** The chair may cause or direct the muting of a

## Exhibit 1

member's connection if it is causing undue interference with the meeting. The chair's decision to do so, which is subject to an undebatable appeal that can be made by any member, shall be announced during the meeting and recorded in the minutes. The chair may cause or direct the disconnection or muting of any non-member participant that is causing a disruption of the meeting.

9. **Assignment of the floor.** To seek recognition by the chair, a member shall utilize the raise hand feature. If a meeting is hybrid then the chair shall recognize the speakers based on those raising their hand in meeting room and the electronic room.

10. **Interrupting a member.** A member who intends to make a motion or request that under the rules may interrupt a speaker shall use raise hand feature for so indicating, and shall thereafter wait a reasonable time for the chair's instructions before attempting to interrupt the speaker by voice.

11. **Location of presiding officer.** If a hybrid meeting the presiding officer of the meeting must be present in the meeting room.

### IV. AGENDA (Amended 11/18/2008; 06/19/2012 Res. 2012- 29, 3/7/2017, 4/3/2019, 6/18/2019)

A. The order of business coming before the County Board shall substantially be as follows:

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Correspondence and Communications – County Clerk
6. Special Recognition
7. Public Comment
8. Consent Agenda
  - A. Approval of Previous Month's Minutes
  - B. Standing Committee Minutes Approval
9. Old Business
10. New Business
11. Elected Official Reports & Other Department Reports
  - A. Sheriff
  - B. County Clerk and Recorder
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
  - I. Board of Review
12. Executive Session

## Exhibit 1

13. Standing Committee Reports
    - A. Planning, Building and Zoning
    - B. Law, Justice and Legislation
    - C. Administration – Human Resources & Revenue/GIS
    - D. Highway
    - E. Facilities Management
    - F. Economic Development
    - G. Finance
    - H. Animal Control
    - I. Health & Environment
    - J. Labor and Grievance Committee
    - K. Committee-of-the-Whole
    - L.
  14. Special Committee Reports
    - A. Juvenile Justice Council
    - B. VAC
    - C. Historic Preservation
    - D. UCCI, Other State Associations and Organizations
    - E. Board of Health
    - F. Community 708 Mental Health Board
    - G. KenCom Executive Board
  15. Other Business
  16. Chairman’s Report  
(Note: announcements of appointments typically made at least one meeting prior to appointment)
    - A. Announcements / Appointments
  17. Public Comment
  18. Questions from the Press
  19. Adjournment
- 
- B. All questions relating to the priority of business shall be decided without debate.
  - C. All Standing Committees of the County Board may place items on the Agenda by a majority vote of the Standing Committee. All items from Standing Committees will be considered under the Standing Committee Report. (Amended 6/18/2019)
  - D. The County Board Chairman, or his or her designee, shall have final approval of the Agenda.(Amended 6/18/2019)
  - E. The County Administrator, or his or her designee, shall be responsible for reviewing the County Board agenda prior to posting. A Consent Agenda will be used to expedite the handling of ministerial, routine, or non-controversial items. The County Board Chairman, County Administrator, or a standing committee of the County Board may place items on the Consent Agenda. The Consent Agenda may include, but is not limited to the following items: approval of minutes, approval of bills, approval of reports, and approval of contracts. At the request of any County

## Exhibit 1

Board Member an item shall be removed from the Consent Agenda. The request to remove an item does not require a second or a vote of the County Board. Any items removed from the Consent Agenda will be considered as the first item of business for the relevant committee. In the event that a removed item does not have a relevant committee, the removed item will be considered as the first item under New Business. Approval of the Consent Agenda shall be done by a roll call vote the County Board. (Amended 6/18/2019)

### V. OFFICERS

- A. The County Board Chairman shall be elected for a two (2) year term by a simple majority.
- B. The County Board Vice-Chairman shall be elected for a two (2) year term by a simple majority to act in the absence of the County Board Chairman.
- C. The County Clerk or a deputy selected by the County Clerk shall be the Clerk of the Board.

### VI. DUTIES OF COUNTY BOARD CHAIRMAN

- A. The County Board Chairman shall vote on all motions, ordinances, amendments, thereto, or other matters coming before the County Board. (Amended 11/18/2008)
- B. The County Board Chairman shall preserve order and decide all questions of order, subject to an appeal to the County Board, without debate.
- C. Every member, prior to speaking shall respectfully address the County Board Chairman, avoid personalities and confine comment to the question under consideration. (Amended 11/18/2008)
- D. When two or more members wish to speak at the same time, the County Board Chairman shall name the member who may speak first.
- E. A member called to order, either by the County Board Chairman or member of the County Board, shall immediately take his seat, unless permitted to explain, and if there be no appeal the decision of the Chairman shall be conclusive.
- F. All committees, whether standing or special, shall be appointed by the County Board Chairman, and approved by the County Board, unless otherwise directed by the County Board.
- G. Based on State Statute, County Board Chairman appoints vacancies in the County Board and County Elected Officials, with the advice and consent of the County Board. (Amended 11/18/2008)
- H. The County Board Chair shall appoint, with the advice and consent of the County Board, citizens to serve on all boards, commissions, districts and all other authorities that are subject to appointment or approval per applicable law, ordinance or intergovernmental agreement including, but not limited to, the Kendall County Board of Review, drainage districts, fire protection districts, Kendall County Housing Authority, the KenCom Executive Board Member at Large, the Kendall

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County Ethics Commission, and the Kendall County Sheriff's Merit Commission. Unless a specific term for the citizen appointment is provided in the applicable law, ordinance or intergovernmental agreement, the Chairman of the County Board shall make the citizen appointments at the same time the Chairman makes appointments for all Standing Committees of the Kendall County Board. (Amended 10/03/2017)

### VII. DUTIES OF THE CLERK OF THE BOARD

The Clerk of the Board shall be the keeper of the records and the minutes of the County Board and its committees and shall be in attendance at all meetings of the County Board.

### VIII. PARLIAMENTARIAN

The State's Attorney or an Assistant State's Attorney shall be in attendance at all meetings of the Board and shall be Parliamentarian of the Board and upon request of the Chairman, shall render to the Chairman advice or an opinion on questions of parliamentary law and procedure applicable to matters arising before the Board. The rules or parliamentary procedures as set forth in the latest published edition of *Roberts Rules of Order, Revised* shall govern the procedure of the Board in all cases applicable and in which the same are not inconsistent with these rules.

### IX. RULES OF THE BOARD

- A. Any question so put unless a Statute provides otherwise, shall be considered adopted if such question receives a majority favorable vote of all those who vote on the issue. Any person excused by the County Board Chairman from voting will be considered, for the purpose of that vote, to not have voted either affirmatively or negatively and the abstention shall be treated as if a vacancy had occurred in office of such person.

On Zoning matters, any motion to reclassify property must receive a majority of voting members' votes, not a majority of the County Board which unfairly causes abstaining members' votes to count as a "no" vote. In the event an official objection has been filed with the County Clerk as prescribed by State Statutes, the reclassification shall not be passed except by a favorable vote of 3/4 of all members of the County Board (8 votes).

Map and text amendments shall require a simple majority of the elected County Board members. For purposes of cases where a formal protest has been filed, the rules should state that a favorable vote of 3/4 of the members holding office is required.

- B. No motion shall be debated or put unless seconded. When seconded, it shall be



## Exhibit 1

stated by the Chairman before being debated.

- C. A motion to adjourn shall always be in order and shall be decided without debate.
- D. No member shall absent himself before the formal closing of the day's session, unless excused by the County Board Chairman.
- E. After a motion is stated by the County Board Chairman or read by the Clerk, it shall be considered to be in possession of the Board, but may be withdrawn by the mover on consent of the second at any time previous to a decision or amendment thereon.
- F. The Clerk shall call the names of the members of the Board when calling the roll, or polling a vote, in a rotating alphabetical order of members.
- G. The County Board Chairman shall have the right to call for a vote by voice vote, or by leave to adopt a previous roll call vote, in all cases, unless there is an objection by one member, in which case a roll call vote shall be taken. The minutes shall reflect the results of each roll call.
- H. All monetary expenditures require a roll call vote. (Amended 11/18/2008)
- I. No alteration or amendment shall be made in any rules of the County Board without the consent of two-thirds of the members thereof. The rule may be suspended in any particular case by vote of two-thirds of the members present.
- J. All questions not covered by these Rules of Order shall be decided by *Roberts Rules of Order, Revised*.
- K. The County Board Chairman shall vote on all motions, ordinances, amendments thereto, or other matters coming before the Board.
- L. All claims shall be signed by the officer or department head or designee who made the purchase or incurred the liability, and sworn to be claimant, and must be on file no later than 4:30 PM one week prior to the Budget and Finance Committee meeting, unless otherwise permitted by the Board, excepting the County Board Members bills for per diem and mileage. (Amended 11/18/2008)
- M. In the case of the absence of the Chairman and the Vice Chairman at any County Board meeting, the Clerk of the County Board shall convene the meeting and the members shall choose one of their number as temporary Chairman.

## X. EXECUTIVE SESSION MINUTES

Minutes of any executive session shall be reviewed at least semi-annually by the County

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Board for continued confidentiality in accordance with the Illinois Open Meetings Act. Executive session minutes and corresponding tapes shall be kept secure in the County Clerk's Office. Executive session matters are to be kept confidential until released.  
(Amended 11/18/2008)

### XI. SPECIAL COMMITTEES

- A. Special Committees may be appointed by the County Board Chairman subject to approval of the County Board whenever such action is deemed necessary or required and such Committees shall exist only for the purpose for which they are appointed. The same per diem rules specified in Section XVI A. PER DIEM apply for appointed Board members. (Amended 11/07/2006) All Special Committees of the Board shall include Public Comment on the meeting agenda and follow the Regular & Special Board meeting rules for Public Comment (Section III E.) (Amended 4/3/2019)

### XII. STANDING COMMITTEES

- A. The Standing Committees of the Board shall consist of five members each. The County Board Chairman shall designate which county offices are assigned to these committees. Committees are to be appointed every two years with Board approval.  
(Amended 11/18/2008, 06/19 /2012)

All standing committees shall be appointed by the Chairman at the first Adjourned Meeting after the Organizational meeting on the first Monday in December. Such members shall remain members of the respective committees at the pleasure of the Chairman. Further, should a vacancy exist in any Committee, the Chairman of the Board shall have the authority to fill such vacancy, subject to the approval of the County Board.

All Standing Committees of the Board shall include Public Comment on the meeting agenda and follow the Regular & Special Board meeting rules for Public Comment (Section III E.) (Amended 4/3/2019)

Such standing committees shall be as follows (see current Committee assignments in attachment):

#### 1. HIGHWAY:

This committee shall be responsible for the oversight and review of planning, acquisition, construction, improvement, modification and maintenance of the County's infrastructure, such as, but not limited to,

## Exhibit 1

roads, bridges, rights of way, water systems, and resource recovery systems. This committee shall be responsible for oversight and review of infrastructure to insure the health, safety and welfare of the citizens of the County.

This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures on behalf of the Highway Department. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman. (Amended 11/18/2008)

### 2. FACILITIES MANAGEMENT:

This committee shall be responsible for the overall operation, maintenance, scheduling and improvements to existing county buildings, owned or leased and county owned properties. They shall recommend to the County Board for approval and/or action those contracts, leases, purchases or other instruments necessary to accomplish the orderly functioning of County facilities. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures on behalf of the Facilities Management Department. Responsibilities also include those duties and projects assigned by the Committee of the Whole and County Board Chairman. (Amended 11/18/2008)

### 3. LAW, JUSTICE AND LEGISLATION:

This Committee shall be the County Board's liaison to the County Sheriff's Office, KenCom (including E-911 system), E.M.A. (Emergency Management Agency), Coroner, Judiciary, State's Attorney's Office, the Circuit Clerk of the Court, Public Defender and Probation/Combined Court Services. They shall review, analyze examine and recommend for approval ordinances requested by the Sheriff's Office. This committee shall report to the Budget and Finance Committee on behalf of the Sheriff, E.M.A., KenCom, Coroner, Judiciary, State's Attorney's Office, the Circuit Clerk of the Court, Public Defender and Probation/Combined Court Services. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget;

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3) and overseeing any revenue receipts and making recommendations for expenditures. In addition, this committee shall also monitor legislation proposed at the State and Federal level that may impact the operation of the Kendall county Government, including coordinating with regional and statewide associations. Responsibilities also include those projects and duties assigned by Committee of the Whole and County Board Chairman. (Amended 3/7/2017)

### 4. ECONOMIC DEVELOPMENT:

This committee shall be responsible for the oversight and control of the county's economic growth and development. They shall be responsible for economic needs of the County and other units of government located within the County. They shall employ and supervise such staff as established and provided for by the County Board. They shall act as the county's liaison to various state and federal agencies and programs dealing with local economic issues. They shall be responsible for making reports to the County Board regarding grants and programs, applications and progress. They shall be responsible for the preparation of necessary documents and data as may be required by governmental agencies, units of local government or local developers. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures. Responsibilities also include those projects and duties assigned by the Committee of the Whole or County Board Chairman.

### 5. ADMINISTRATION – HUMAN RESOURCES:

This committee shall be responsible for the developments, implementation, oversight, adherence and administration of County personnel and policies. They shall oversee the County insurance needs and make recommendations to the County Board for action, modification or renewal of county insurance programs. They shall be responsible for the preparation and dissemination of information about progress, growth, development, operation and services available in the County to the media, press and public. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) oversee any revenue receipts and make recommendations for expenditures. Responsibilities also include those projects and duties assigned by the Committee-of-the-Whole and County Board Chairman.

This Committee also meets as needed to discuss the activities of the County

## **Exhibit 1**

Offices and Departments involved in the tax cycle and geographic information system (GIS). The Committee shall be the County Board's liaison to the Tax Board of Review, County Treasurer, County Clerk, Chief County Assessing Officer, Administration, Technology and GIS. The Committee provides an opportunity to make certain that the activities involved in the tax cycle are coordinated and that the County Board is aware of the priorities, and needs of the Treasurer, County Clerk, Chief County Assessing Officer, Administration, Technology and GIS. (Amended 11/18/2008)

### **6. PLANNING, BUILDING AND ZONING:**

This committee shall be responsible for the preparation, examination, review and analysis of the County comprehensive plan, including land use needs and requirements; for the review, modification and administration of the County's land use plans, zoning and mapping and platting ordinances. Responsible for the review, modification and recommendation to the County Board for the amendment to County construction guidelines, building codes and standards and zoning amendments and the review of all proposals for development within the County. Responsible for the review of all changes or modifications involving agricultural lands or flood plains and the supervision of the enforcement of county ordinances pertaining to land use and buildings. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) oversee any revenue receipts and make recommendations for expenditures. This committee shall be the County Board's liaison to the Building and Zoning Committee. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman.

### **7. BUDGET AND FINANCE:**

This committee is responsible for making recommendations concerning County fiscal policies and administration, including overall coordination of the annual County budget. The committee shall examine, review, analyze and where appropriate and necessary make recommendations concerning the annual budget. They shall prepare with the County Board Chairman, the annual appropriation and levy ordinance. They shall review all internal and external audits of all County departments and offices of all elected County officials. They shall also review, recommend the disposition of state, federal and agency grant requests and the appropriation of salaries of all County employees, appointed officials and office holders. They shall review all matters of real estate, taxation, and finances for the purpose of generating new services for the County. They shall generate, in conjunction

## Exhibit 1

with the County Treasurer's office, monthly and year-to-date income statements, revenue projections, expense statements and projections, projected surpluses or shortfalls. They shall be responsible for all purchasing and inventory controls. This committee shall oversee the Chief County Assessing Officer and department. This committee shall review and evaluate the performance of the Chief County Assessing Officer. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman.

### 8. ANIMAL CONTROL:

This committee shall be responsible for policies guiding the operations of the Animal Control department and facility.

### 9. LABOR & GRIEVANCE COMMITTEE

This committee shall be responsible for oversight of all collective bargaining contract negotiations for Kendall County. This committee shall provide recommendations and reports for union matters to the County Board. They shall also conduct employee grievance hearings as may be required and forward hearing findings to the County Board Chairman, department heads and elected officials, as appropriate. Responsibilities also include those projects and duties assigned by the Committee-of-the-Whole and County Board Chairman. (Amended 06/19/2012, Res. 2012-29)

### 10. HEALTH & ENVIRONMENT COMMITTEE

This committee shall be responsible for review and oversight of relevant health and environmental matters in Kendall County, Illinois. They shall be responsible for the preparation and dissemination of information about current health and environmental issues and resources in the County to the County Board, the media and the public. Responsibilities also include those duties and projects assigned by the Committee of the Whole and County Board Chairman. (Amended 06/19\_/2012, Res. 2012-29\_\_)

### 11. COMMITTEE-OF-THE-WHOLE:

This committee shall be responsible for: preparation of the County Board

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Meeting Agenda; consideration of County Board Chairman appointments; review matters affecting Board policies and rules; examination of State and Federal legislation; recommendations for the judicial and legal needs of the County; relations and negotiations with labor, personnel, union and collective bargaining groups; hearings on the issuance of County licenses; review matters not specifically assigned to other committees. The committee shall serve as the communication link between the County Board Chairman, the County Board, and the Standing Committees.

### 12. SPECIAL COMMITTEE ASSIGNMENTS:

The County Board Chairman shall appoint liaisons to various boards and committees including, but not limited to, the Community 708 Mental Health Board, the Housing Authority Board, the KenCom Executive Board, and the Board of Health, with the advice and consent of the County Board. The same per diem rules specified in Section XVI A. PER DIEM apply for appointed Board members. (Amended 11/07/2006, 06/19\_/2012, Res. 2012-29\_\_)

## XIII. COMMITTEE VACANCIES

- A. Whenever any member of any committee is either temporarily or permanently unable to perform the duties of such appointment due to resignation, death, disability, illness, or absence, the Chairman of the County Board may declare such position vacant and appoint another member to fill the vacancy, subject to the approval of the County Board. If the vacancy is temporary and not permanent, the appointment shall terminate once the incumbent member is able to return to perform the duties of the committee assignment. If a member misses three (3) consecutive meetings, the County Board Chairman may replace that member either permanently or temporarily, subject to the approval of the County Board. (Amended 11/07/2006, 06/19/2012, Res. 2012-29\_\_)

## XIV. COMMITTEE POWERS

- A. The various elected officials and department heads, in addition to the County Board staff, shall provide such assistance, information and support to the standing committees and to the Board as a whole as shall be required by said committees or by the Board. Information required by the Board or any of its standing committees shall be provided upon request of any board member or board staff. The staffing for the standing committees shall be provided by the County Board staff. All County Board Committees, in the exercise of their oversight and legislative functions and powers, shall have the right to summon employees and to review those documents and records necessary or helpful in the exercise of such responsibilities. Willful failure to respond to a written request issued to a County employee or appointed



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department head by a Board Committee shall be sufficient cause to authorize the Committee to apply to the County Board Chairman for an order of the failure of the employee to appear and to request an immediate redress of said grievance. Moreover, it shall be the policy of the County Board that the County Board staff shall be made available in their respective areas of expertise to the elected County officers and to the various department heads, to the extent that the said request is not in conflict with the priorities assigned by the County Board.

- B. All Committees and Committee Chairmen shall be appointed by the Chairman of the County Board with approval of County Board. Each Committee Chairman shall appoint their committee vice chairman. (Amended 11/18/2008)
- C. Meetings of all Committees may be held on a regular meeting date and place or may be called by three (3) days notice by the Committee Chairman or a majority of the Committee. When called, a copy of said notice shall be sent to the Office of Administrative Services.
- D. Any Board Member is welcome and encouraged to attend Committee meetings other than Committees to which the Board Member is assigned. A Committee Chairman has the option of appointing other Board Members to meet the minimum level required for a quorum. If a Board Member is appointed to meet the Committee quorum, the Board Member is entitled to collect a per diem and to vote for the duration of the meeting. (Amended 12/15/2009)
- E. The Committee Chairman shall designate a recorder to keep minutes of each meeting and shall file a copy thereof with the Clerk on or before the next regular County Board meeting date.

### XV. COMMITTEE REPORTS:

- A. Committee reports shall be made by the Chairman of each respective Committee, or, in his absence by the Vice-Chairman of said Committee. In the event of the absence of both the Chairman and Vice-Chairman of a Committee at a regular County Board Meeting, the Committee report may be made by any other member of said Committee.
- B. All Committees shall report in writing giving the facts and opinions thereon, and every report will be approved by the County Board.

### XVI. COUNTY BOARD MEMBERS SALARY AND PER DIEM

- A. The salary of the County Board members, excluding the County Board Chairman, shall be established by resolution of the County Board.  
(Amended 06/19/2012, Res. 2012-29)

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- B. A County Board member may collect a per diem for attending County Board meetings and assigned County Board Committee meetings (as assigned pursuant to Sections XII and XIII above). A County Board member may also collect a per diem for attending meetings of other organizations for which the County Board member has been assigned to and approved to attend by the County Board. A per day or per diem compensation covers the entire 24 hours in a day. A County Board member who attended a meeting of the County Board as well as one or more other qualifying meetings on the same day may only receive one per diem of the amount established by resolution of the County Board. If the member ~~he~~ attended two or more qualifying meetings on the same day, the member may receive only one per diem of the amount established by resolution of the County Board. (Amended 10/15/2002; 06/19/2012, Res. 2012-29)

### XVII. COUNTY BOARD CHAIRMAN AND LIQUOR CONTROL COMMISSIONER COMPENSATION

- A. The County Board Chairman's salary shall be established by resolution of the Kendall County Board. Additionally, a stipend shall be established by resolution of the Kendall County Board for the role of Liquor Control Commissioner. Furthermore, the County Board Chairman shall receive an additional per diem for attendance at County Board Committee meetings for which the County Board Chairman has been assigned to and approved by the County Board, for attending Committee of the Whole (COW) meetings, and for attending meetings of other organizations for which the County Board Chairman has been assigned to and approved to attend by the County Board. The County Board Chairman shall not collect a per diem for attending County Board meetings. A per day or per diem compensation covers the entire 24 hours in a day. If the County Board Chairman attended two or more qualifying meetings on the same day, the County Board Chairman may receive only one per diem of the amount established by resolution of the County Board. (Amended 05/20/08; 06/19/2012, Res. 2012-29)

### XVIII. MILEAGE REIMBURSEMENT AND HEALTH INSURANCE

- A. The County Board Chairman and County Board members are allowed mileage reimbursements to attend committee meetings, subcommittee meetings, County Board meetings, county business meetings, seminars, conferences, and out of county travel for meetings assigned by the County Board Chairman. The mileage reimbursement rate is the same rate set by the Internal Revenue Service for mileage deductions.
- B. The type of coverage and cost of Health Insurance for the County Board Chairman and the County Board members may be established by resolution of the County Board. (Amended 06/19/2012, Res. 2012-29)

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### XIX. AMENDMENT & EFFECT OF RULES

- A. No alteration or amendment shall be made in any rules of the County Board without the consent of 2/3 of the County Board members thereof. The rule may be suspended in any particular case by vote of 2/3 of the County Board members present.
- B. All questions not covered by these Rules of Order shall be decided by *Roberts Rules of Order, Revised*.
- C. All rules or parts of rules previously passed, or adopted by the County Board relating to Rules of Order, and the same are hereby, repealed.
- D. The above and foregoing Rules shall be in full force and affect after their passage and approval by the County Board and until such times as such Rules are altered, changed, repealed or amended by appropriate action of the said County Board

### XX. SEVERABILITY:

If any County Board Rules are in conflict with the Counties Act, Illinois Compiled Statutes, Chapter 55, Section 5/2-1001 through 5/2-1007, or any other State Statute, they shall be deemed null and void.

In the event that any of these Rules shall conflict with the provisions of Illinois law, that rule shall be deemed to be of no further force and effect. The determination of the invalidity of any such rule shall not affect the validity of the remainder of the rules.

Adopted: May 9, 1972

Amended: December 14, 1976  
December 12, 1978  
March 8, 1983  
January 12, 1988  
April 9, 1991  
November 16, 1999  
October 15, 2002  
November 7, 2006  
May 20, 2008  
November 18, 2008  
December 15, 2009  
June 19, 2012 (Resolution 2012-29)  
March 7, 2017

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October 3, 2017  
April 3, 2019  
June 18, 2019  
**August 18, 2020**