

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

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

Tuesday, February 15, 2022 at 9:00 a.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Special Recognition of Cynthia Worsley, retired Director of Fox Valley Community Services
 - B. Special Remembrance of Jim Wyman, WSPY Reporter
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from January 18, 2022
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$1,819,256.82
 - D. Approve Chicago HIDTA Drug Intelligence Officer Service contract amendment with Kendall County as the Fiduciary Agent effective March 12, 2022 through March 11, 2025, in the annual amount of \$87,524.00.
 - E. Approve Chicago HIDTA Deconfliction Analyst Service contract with Kendall County as the Fiduciary Agent effective March 3, 2022 through March 2, 2025 in the annual amount of \$79,310.00.
 - F. Approve Chicago HIDTA Research/Deconfliction Analyst Service contract with Kendall County as the Fiduciary Agent effective April 1, 2022 through March 31, 2025 in the annual amount of \$79,310.00.
 - G. Approval of Petition 21-47 – Request from Cyrus McMains on Behalf of the Yorkville Bristol Sanitary District for Variances to Sections 203.1.b (Site Runoff Storage Requirements) and 403 (Compensatory Storage Volume Requirements) of the Kendall County Stormwater Management Ordinance for Twenty-One Plus or Minus (21 +/-) Acres of Land West of 304 River Street (PIN: 02-32-231-008) in the United City of Yorkville
 - H. Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois
 - I. Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090
 - J. Approval of a Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2021 NPDES – MS 4 Requirements in an Amount of \$2,000 Plus Reimbursable Costs (Costs + 10%); Related Invoices to Be Paid from the PBZ Consultants Line Item 11001902-63630
8. Old Business
9. New Business
 - A. Approval of an Ordinance Adopting a Whistleblower Reporting and Anti-Retaliation Policy
 - B. Presentation Cordogan and Clark – Request for Proposal for Needs Assessment
 - C. Presentation FGM Architects – Request for Proposal for Needs Assessment
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. Finance
 1. Approval of amendment agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Oswegoland Senior Inc. for the amount of \$25,000
 - B. Highway
 1. Approve Resolution for Maintenance Under the Illinois Highway Code appropriating \$400,000 for the installation of recessed pavement markings on Little Rock Road and Galena Road
 2. Approve Preliminary engineering services agreement with Christopher B. Burke Engineering, Ltd. in the amount of \$38,942 to analyze traffic and recommend improvement alternatives for Plainfield Road between Grove Road and Collins Road

3. Approve Preliminary engineering services agreement with Hampton, Lenzini & Renwick, Inc. in the amount of \$341,555 to provide all preliminary engineering for intersection improvements at Galena, Cannonball, and Gordon Roads
4. Approve Petition from Seward Road District for County aid to build or repair bridge, culvert or drainage structure on O'Brien Road in an amount not to exceed \$100,000

C. Economic Development

1. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Trinity Electrical Service for the amount of \$25,000
2. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Brew Avenue Events for the amount of \$25,000
3. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Best One T.K.D. Corporation for the amount of \$25,000
4. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Scott Eyecare LTD for the amount of \$25,000
5. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Drive Home Safe for the amount of \$25,000
6. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Cornish Chiropractic for the amount of \$25,000
7. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Monkey Megastore for the amount of \$25,000
8. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Prism Mechanical for the amount of \$25,000
9. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Aquaduct Plumbing Services LLC for the amount of \$25,000
10. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Reinert Structures Inc. for the amount of \$16,000
11. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with MWK Construction for the amount of \$25,000
12. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Willman & Groesch General Contractors for the amount of \$25,000
13. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Treasure Bread for the amount of \$25,000
14. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Master Uniform Manufacturing Corporation for the amount of \$25,000
15. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Cleaning by Dawn for the amount of \$4,425
16. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Altitude Oswego LLC for the amount of 25,000
17. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Dr. Liza Marie G Saviano, DPM, Ltd. for the amount of \$17,502
18. Approval of Updated American Rescue Plan Act Small Business Policy and Procedures
19. Approval of Updated American Rescue Plan Act Small Business Grant Agreement
20. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Blue Heron Estates for the amount of \$12,771.25
21. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Emporium Merchandise for the amount of \$25,000
22. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Oswego Family Restaurant for the amount of \$10,700

12. Special Committee Reports

13. Other Business

14. Chairman's Report

15. Public Comment

16. Questions from the Press

17. Executive Session

18. Adjournment

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

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
January 18, 2022**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting began at the Kendall County Historic Courthouse, 109 W Ridge St, in the City of Yorkville on Tuesday, January 18, 2022 at 9:15 a.m. The Clerk called the roll. Members present: Scott Gryder, Scott Gengler, Matt Kellogg, Dan Koukol, Ruben Rodriguez and Robyn Vickers. Members absent: Amy Cesich, Brian DeBolt, Elizabeth Flowers and Judy Gilmour. Member Kellogg made a motion to adjourn the meeting to the Kendall County Office Building 111 W Fox St, in the City of Yorkville. Member Gengler seconded the motion. The Chairman asked for a voice vote on the motion. All members present voting aye. Chairman Gryder reconvened the meeting. The Clerk called the roll. Members present: Scott Gryder, Amy Cesich, Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, Ruben Rodriguez and Robyn Vickers. Members absent: Brian DeBolt and Elizabeth Flowers.

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

THE AGENDA

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

PUBLIC COMMENT

Pam Wynne from Na Au Say Plan Commission spoke about petition 21-46 and their request for a special use.

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** county board minutes from December 30, 2021; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$1,475,736.50; **D)** Public Safety Center MZU-5 VAV Conversion Utilizing US Communities Cooperative Contract #USC15-JLP-023, Cooperative Quote #30-10006-21-001 in the amount of \$167,559.00 not to exceed \$187,500.00.00 including contingencies; **E)** Petition 21-37-Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance Pertaining to the Illinois Garden Act and Roadside Stand Regulations; **F)** Petition 22-02-Request from Daniel L. Dycus on Behalf of Gospel Assembly Church Oswego for the Revocation of a Special Use Permit Granted by Ordinance 2005-06 for a Church, Parsonage, Church School and Church Daycare at the Property West of 8250 Route 71 on the South Side of Route 71 (PIN: 05-03-200-020) in Kendall Township; and **G)** Kendall County Historic Preservation Commission Certified Local Government Annual Report (Excluding Meeting Minutes). Member Gengler seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$515.58; ANML CNTRL WRDN \$2,922.02; ASSMNT \$68.00; BRD OF RVW \$214.35; CAP EXPEND \$12,063.20; CIR CT CLK \$5,654.50; CIR CRT JDG \$17,603.86; COMB CRT SVS \$910.27; CORONR \$909.69; CORR \$16,673.58; CNTY ADMIN \$191,129.76; CNTY BRD \$138,953.73; CNTY CLK \$7,625.85; HIGHWAY \$199,181.04; TREASR \$3,304.36; EMA \$1,163.72; FCLT MGMT \$48,260.61; GIS \$3,406.16; HLTH & HMN SRV \$99,880.79; JURY \$449.03; MERIT \$375.00; PBZ SNR PLNNR \$2,656.17; PBZ \$3,031.94; PRSD JDGE \$3,960.00; PROB SVS \$8,350.42; ROE \$6,282.42; SHRF \$40,120.02; ST ATTY \$38,491.49; TECH \$7,421.57; UTIL \$32,663.49; VET \$723.91; FP \$35,561.51; SHF \$64,021.10; SHF \$57,631.40; CVL \$223,555.96; CVL \$200,000.00

E) A complete copy of Ordinance 22-03 is available in the Office of the County Clerk.

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

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Undersheriff Bobby Richardson informed the board that they have 3 new deputies and have ordered new squad cars. There is a blood drive on February 2, 2022 and the Polar Plunge is on March 6, 2022.

County Clerk

Revenue Report

12/1/21-12/31/21 12/1/20-12/31/20 12/1/19-12/31/19

Co Board 1/18/2022

- 1 -

| Line Item | Fund | Revenue | Revenue | Revenue |
|-----------|--------------------------------------|--------------|--------------|--------------|
| CLKFEE | County Clerk Fees | \$1,068.50 | \$1,550.50 | \$962.50 |
| MARFEE | County Clerk Fees - Marriage License | \$720.00 | \$1,140.00 | \$780.00 |
| CIVFEE | County Clerk Fees - Civil Union | \$0.00 | \$30.00 | \$0.00 |
| ASSUME | County Clerk Fees - Assumed Name | \$35.00 | \$35.00 | \$75.00 |
| CRTCOP | County Clerk Fees - Certified Copy | \$1,418.00 | \$1,744.00 | \$1,820.00 |
| NOTARY | County Clerk Fees - Notary | \$325.00 | \$420.00 | \$220.00 |
| MISINC | County Clerk Fees - Misc | \$44.00 | \$83.50 | \$61.00 |
| | County Clerk Fees - Misc Total | \$3,610.50 | \$5,003.00 | \$3,918.50 |
| RECFEE | County Clerk Fees - Recording | \$37,059.00 | \$51,982.00 | \$33,152.00 |
| | Total County Clerk Fees | \$40,669.50 | \$56,985.00 | \$37,070.50 |
| CTYREV | County Revenue | \$57,279.50 | \$66,042.75 | \$37,973.75 |
| DCSTOR | Doc Storage | \$21,741.50 | \$30,557.50 | \$19,376.50 |
| GISMAP | GIS Mapping | \$68,910.00 | \$96,690.00 | \$32,736.00 |
| GISRCD | GIS Recording | \$4,594.00 | \$6,446.00 | \$4,092.00 |
| INTRST | Interest | \$42.41 | | \$28.90 |
| RECMIS | Recorder's Misc | \$9,124.25 | \$10,000.00 | \$4,146.50 |
| RHSP | RHSP/Housing Surcharge | \$19,233.00 | \$27,909.00 | \$17,325.00 |
| TAXCRT | Tax Certificate Fee | \$1,960.00 | \$2,560.00 | \$2,600.00 |
| TAXFEE | Tax Sale Fees | \$501.10 | \$303.25 | \$330.00 |
| PSTFEE | Postage Fees | \$344.51 | | \$224.40 |
| CK # | | | | |
| 19357 | To KC Treasurer | \$224,399.77 | \$297,493.50 | \$155,903.55 |

County Clerk, Debbie Gillette reviewed the annual report in the packet and informed the board that new voter registration cards will be going out in the mail to all registered voters in the county. Voters are encouraged to keep the cards as they show them the districts they can vote on and where their polling place is. Another postcard will be sent to the voters that had their polling place changed to closer to the June election date.

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 ONE MONTH ENDED 12/31/2021

| | Annual | 2022 YTD | 2022 YTD% | 2021 YTD | 2021 YTD |
|-----------------------------|---------------|---------------|-----------|---------------|----------|
| <u>REVENUES*</u> | <u>Budget</u> | <u>Actual</u> | <u>%</u> | <u>Actual</u> | <u>%</u> |
| Personal Property Repl. Tax | \$465,000 | \$0 | 0.00% | \$14,030 | 3.60% |
| State Income Tax | \$2,574,336 | \$0 | 0.00% | \$166,889 | 7.26% |
| Local Use Tax | \$950,000 | \$0 | 0.00% | \$94,682 | 10.52% |

| | | | | | |
|---------------------------------|---------------------|------------------|--------------|--------------------|--------------|
| State Sales Tax | \$583,000 | \$0 | 0.00% | \$42,755 | 8.07% |
| County Clerk Fees | \$350,000 | \$40,714 | 11.63% | \$42,472 | 13.07% |
| Circuit Clerk Fees | \$1,250,000 | \$80,097 | 6.41% | \$80,648 | 6.61% |
| Fines & Foreits/St Atty. | \$275,000 | \$19,277 | 7.01% | \$15,934 | 5.79% |
| Building and Zoning | \$75,000 | \$12,456 | 16.61% | \$4,495 | 6.61% |
| Interest Income | \$40,000 | \$100 | 0.25% | \$91 | 0.09% |
| Health Insurance - Empl. Ded. | \$1,588,649 | \$83,760 | 5.27% | \$101,020 | 6.88% |
| 1/4 Cent Sales Tax | \$3,228,750 | \$275,728 | 8.54% | \$275,728 | 8.97% |
| County Real Estate Transf Tax | \$450,000 | \$54,384 | 12.09% | \$24,962 | 5.55% |
| Federal Inmate Revenue | \$1,898,000 | \$162,480 | 8.56% | \$178,000 | 8.71% |
| Sheriff Fees | \$115,000 | \$8,697 | 7.56% | \$7,247 | 5.18% |
| TOTALS | \$13,842,735 | \$737,691 | 5.33% | \$1,048,953 | 7.90% |
| Public Safety Sales Tax | \$5,512,500 | \$0 | 0.00% | \$476,067 | 9.07% |
| Transportation Sales Tax | \$6,000,000 | \$0 | 0.00% | \$476,067 | 9.07% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 1 month the revenue and expense should at 8.33%

EXPENDITURE S

| | | | | | |
|-------------------------------------|---------------------|--------------------|--------------|--------------------|--------------|
| All General Fund Offices/Categories | \$30,023,573 | \$1,195,822 | 3.98% | \$2,316,000 | 7.47% |
|-------------------------------------|---------------------|--------------------|--------------|--------------------|--------------|

Clerk of the Court

Circuit Clerk Matthew Prochaska reviewed the report and changes made to the reporting.

State's Attorney

State's Attorney Eric Weis presented the annual report for the State's Attorney's Office.

Coroner

Chief Deputy Coroner Levi Gotte reviewed the report in the packet and informed the board of changes to the report in the future.

Health Department

Executive Director RaeAnn VanGundy reported that things have not slowed down yet. The Health Department has gone from 29 to 45 active grants that has put stress on their Administrative Office. Ms. VanGundy presented the positivity rate and number of tests performed. They have been ordered for local mobile clinics. They are currently writing the IPlan.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that the Board of Review is just about done.

STANDING COMMITTEE REPORTS

Facilities

Needs Assessment

Member Cesich moved to approve the Request for qualifications for a Professional Design & Engineering Needs Assessment for Kendall County. Member Gilmour seconded the motion.

County Administrator Scott Koeppel explained that this is to assess the building needs at both campus'.

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

Planning Building and Zoning

Petition 21-46

Member Gengler moved to approve the Petition 21-46 a Request from Greg Dady on Behalf of DTG Investments, LLC and Robert A. Baish on Behalf of Baish Excavating, Inc. for Major Amendments to a Special Use Permit for a Landscaping Business Granted by Ordinance 2007-10 by Changing the Number of Employees Reporting to the Property, Amending the Site Plan, and Removing the Restrictions Forbidding the Parking and Storing of Vehicles, Equipment, and Landscaping Materials Outdoors at 3485 Route 126 (PIN: 06-09-400-005) in Na-Au-Say Township. Member Cesich seconded the motion.

Member Gengler moved to amend the motion to approve the Petition 21-46 a Request from Greg Dady on Behalf of DTG Investments, LLC and Robert A. Baish on Behalf of Baish Excavating, Inc. for Major Amendments to a Special Use Permit for a Landscaping Business Granted by Ordinance 2007-10 by Changing the Number of Employees Reporting to the Property, Amending the Site Plan, and Removing the Restrictions Forbidding the Parking and Storing of Vehicles, Equipment, and Landscaping Materials Outdoors at 3485 Route 126 (PIN: 06-09-400-005) in Na-Au-Say Township to add the condition stating the operators of the business allowed by the special use permit shall not allow landscaping to create line of site obstructions along Route 126. Member Kellogg seconded the motion.

Members discussed excavating and landscaping business and the line of site for the landscaping.

Chairman Gryder asked for a roll call vote on the amendment to the motion. All members present voting aye except Koukol who abstained. **Motion carried.**

Chairman Gryder asked for a roll call vote on the original motion with the approved amendment. All members present voting aye except Koukol who abstained. **Motion carried.**

A complete copy of Ordinance 22-05 is available in the Office of the County Clerk.

Finance

Reciprocal Tax Agreement

Member Kellogg moved to approve the IL Department of Revenue Reciprocal Tax Agreement. 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 22-05 is available in the Office of the County Clerk.

Grant Audits

Member Kellogg moved to approve the Kendall Area Transit Grant Audits: IL Downstate Operating Assistance (DOAP) Grant; Section 5311 Grant; Coronavirus Aid, Relief, and Economic Security Act (Cares) Grant. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Highway

Engineering Services Agreement

Member Koukol moved to approve the Preliminary Engineering Services Agreement with Willett Hofmann & Associates, Inc. in the amount of \$59,048 for the inspection of County Bridges in 2022 and 2023. 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 22-02 is available in the Office of the County Clerk.

Fox Road Improvement

Member Gryder moved to approve Resolution for Improvement Under the Illinois Highway Code appropriating \$600,000 for the improvement of Fox Road from Fox Lawn Subdivision to Ill. Rte. 47. 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 Resolution 22-03 is available in the Office of the County Clerk.

Preliminary Engineering Services Agreement

Member Cesich moved to approve the Preliminary Engineering Services Agreement with Hutchison Engineering, Inc. in the amount of \$895,700 for Phase I Engineering on the Ridge Road Corridor between Holt Road and Black Road. Member Koukol seconded the motion. Chairman Koukol asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 22-03 is available in the Office of the County Clerk.

Economic Development

Members discussed the number of applications for the Small Business Grant Program, the closing of the portal and changing of the application process in the future. County Administrator Scott Koepfel reviewed the ARPA money budgeted for this year.

Member Gengler moved to forward EDC agenda items 1-9 to the next EDC meeting on January 28, 2022. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Gengler, Kellogg, Rodriguez and Vickers. Members voting nay include Cesich, Gilmour, Gryder and Koukol. **Motion failed 4-4.**

Pilot Services

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Pilot Services for the amount of \$25,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

Auto & Truck Pro Shop

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Auto & Truck Pro Shop for the amount of \$25,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

Direct Sign Systems

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Direct Sign Systems for the amount of \$25,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

ANK Hospitality LLC

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with ANK Hospitality LLC for the amount of \$25,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

Silver Dollar Restaurant

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Silver Dollar Restaurant for the amount of \$25,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

Sterchi Chiropractic S.C.

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Sterchi Chiropractic S.C. for the amount of \$25,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

All American Male Inc.

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with All American Male Inc. for the amount of \$25,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

Schoppe Design Associates Inc.

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Schoppe Design Associates Inc. for the amount of \$25,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

Quick Signs Inc.

Member Koukol moved to approve an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Quick Signs Inc. for the amount of \$23,500. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cesich, Gengler, Gilmour, Gryder, Koukol and Rodriguez. Members voting nay include Kellogg and Vickers. **Motion carried 6-2.**

Small Business Grant Program

Member Koukol moved to approve the Kendall County Small Business Grant Program Funded by the American Rescue Plan Act with a Maximum Grant of \$25,000 per Small Business and a Total not to exceed \$2,000,000. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman's Report

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

Appointments

Scott Cryder – KenCom Executive Board – Lisbon Seward Fire Protection District Delegate
Tom Casey - Plan Commission (Seward Township) - 3-year term - Expires January 2025
Dave Hamman - Plan Commission (Big Grove Township) - 3-year term - Expires January 2025
Larry Nelson - Plan Commission (Little Rock Township) - 3-year term - Expires January 2025
Ruben Rodriguez – Plan Commission (Bristol Township) – 3-year term – Expires January 2025
Bob Davidson - Raymond Drainage District – 3-year term - Expires January 2025

PUBLIC COMMENT

Frank Solio owner of Sunfield Restaurant was one that did not get to apply for the Small Business Grant. He would like the opportunity to apply.

QUESTIONS FROM THE PRESS

Ethan Kruger from WSPY asked how many Small Business Grant applications are in and what the status of the portal is. Mr. Kruger asked about the voter registration cards and the precinct changes.

Mark Foster from the Record Newspaper asked how many emails the county has for the portal.

ADJOURNMENT

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

Approved and submitted this 25th day of January, 2022.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

HIGHWAY COMMITTEE MINUTES

DATE: February 8, 2022
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Amy Cesich, Matt Kellogg, Brian DeBolt & Scott Gengler
STAFF PRESENT: Michele Riley, John Burscheid, and Francis Klaas
ALSO PRESENT: PJ Fitzpatrick

The committee meeting convened at 3:40 P.M. with roll call of committee members. All present. Quorum established.

Motion Cesich; second DeBolt, to approve the agenda as presented. Motion approved unanimously.

Motion Kellogg; second DeBolt, to approve the Highway Committee meeting minutes from January 11, 2022. Motion approved unanimously.

Motion DeBolt; second Cesich to recommend approval of a Resolution for Maintenance Under the Illinois Highway Code appropriating \$400,000 for the installation of recessed pavement markings on Little Rock Road and Galena Road. Klaas reported that pavement markings are one of the most inexpensive things you can do to improve safety. Both Little Rock and Galena Road are heavily traveled routes. Both roads would be improved in their entirety, with the exception of Galena west of Little Rock. That portion of Galena was recently paved and has new pavement markings. DeBolt asked when that westerly portion might get recessed markings, and Klaas thought the current markings would last about 3 or 4 years. Kellogg asked if the work would be bid. He also asked if \$400,000 would be enough with rising prices. Klaas indicated that the project would be competitively bid, and thought the \$400,000 should cover it. Cesich wondered if the County has ever used motor fuel taxes for this type of work. Klaas stated that we had not used MFT funds for this type of work; but IDOT had informed the County that recessed pavement markings are considered general maintenance-type work, and so this was the appropriate resolution to use in order to obligate these funds. Gengler asked when the work would be done. Klaas stated that the bid opening would be on April 1st, and work would be completed this calendar year. Gryder asked if there were multiple contractors that do this type of work. Klaas stated that there were several bids on the Plainfield Road project; so he expected a good, competitive bid on this project. Cesich asked if the recessed markings were more expensive. Klaas indicated that it was significantly more expensive to install the recessed markings, but they could last 3 to 5 times longer. By roll call vote, motion approved unanimously.

Motion Kellogg; second Cesich to recommend approval of a preliminary engineering services agreement with Christopher B. Burke Engineering, Ltd. in the amount of \$38,942 to analyze traffic and recommend improvement alternatives for Plainfield Road between Grove Road and Collins Road. Gryder described the limits and goals for the project. He reported that the County and the Village were working cooperatively on this project, and wanted to look particularly at the Woolley Road intersection. Gryder asked what the daily traffic was on Plainfield Road. Klaas

reported that it was approximately 12,000, and even a little bit more than that as you get closer to Grove Road. By roll call vote, motion approved unanimously.

Motion DeBolt; second Gengler to recommend approval of a preliminary engineering services agreement with Hampton, Lenzini & Renwick, Inc. in the amount of \$341,555 to provide all preliminary engineering for intersection improvements at Galena, Cannonball, and Gordon Roads. Klaas described how Cannonball Trail and Dickson Road are offset intersections with Galena Road. The planned improvement would consolidate the intersections at Cannonball Trail; and the north leg would be called Gordon Road. It would temporarily end at Dickson Road under this project, but would eventually be extended north and east to connect to existing Gordon Road in Montgomery. Klaas also reported that this project is fully funded in the Multi-Year Plan, and that Montgomery would pay their proportionate share of engineering and construction for the project per a proposed IGA, although said IGA has not been finalized yet. Gryder wondered if this intersection was one that would be considered for a roundabout. Klaas stated that the type of improvement will be analyzed; but didn't think that a roundabout would be the recommended improvement, due to the amount of traffic. He thought the recommended improvement would be a traffic signal. DeBolt was concerned about stopping traffic on Galena. Klaas stated that this will be the third traffic signal on Galena in recent years; one was just completed at Concord Drive, the traffic signal at Kennedy will be constructed in 2023, and this improvement is scheduled for construction in 2024. By roll call vote, motion approved unanimously.

Motion Cesich; second Gengler to recommend approval of a petition from Seward Road District for County aid to build or repair bridge, culvert or drainage structure on O'Brien Road in an amount not to exceed \$100,000. Klaas described the project as a concrete box culvert replacement on O'Brien Road just north of Bell Road. The proposed culvert is not considered a bridge; so it is ineligible for Township Bridge Program funding. In cases like this, the Road District would typically petition the County for aid. The anticipated cost of the entire project is \$200,000. The county's share, if approved, would be \$100,000 (50%). Gengler asked why it wasn't eligible for township bridge funding. Klaas stated that the structure would have to have a span of at least 20' to be considered a bridge. By roll call vote, motion approved unanimously.

Under Chairman's Report, Gryder reported a recent meeting with the Village of Oswego to discuss the Collins Road Extension project, as well as the Plainfield Road engineering study. The Village has made contact with a couple of the big property owners along Minkler and Collins Road. They are not opposed to the project. Land acquisition efforts are really gearing up. Pre-final plans will be available in the next 60 days. Bid opening for the project is anticipated in March of 2023. DeBolt asked what the property along the corridor was worth. Klaas reported that the farmland was appraised at around \$19,000 per acre. Kellogg reported that a property in that area just sold for \$20,000 per acre.

Gryder asked Klaas to give update on construction of the Eldmain Bridge. Klaas reported that there was only a single gap left for the structural steel. Contractor will be setting those last 8 beams this week. Deck forming will follow in March, and first deck pours could begin in April or May. Project could be open to traffic by the end of 2022.

Gryder reported that he met with the Village of Plainfield last week. They had indicated that they were reviewing their comprehensive plan; and one of the first things they would do was to amend the zoning around Ridge & 143rd Street to commercial and industrial. Gryder reminded

the committee that engineering work had just begun on Ridge Road between Holt Road and Black Road, with the idea that the Ridge Road corridor would ultimately serve communities from Plainfield Road down to I-80, with more commercial and industrial-type uses.

DeBolt inquired about the cost of a 2-lane road. Klaas indicated that for new construction, it would be about \$2 million per mile. Committee discussed costs of road construction.

Motion DeBolt; second Cesich to forward Highway Department bills for the month of February in the amount of \$69,957.95 to the Finance Committee for approval. Gengler inquired about the payment to Nancy Jensen. Klaas stated that this was payment for new right-of-way on the Galena-Kennedy intersection project. Gryder inquired about the \$7,000 bill from EEI for Johnson Road. Klaas stated that this was simply a progress bill for engineering on that project, noting the total engineering cost of around \$200,000 for that project. By roll call vote, motion approved unanimously.

Motion Cesich; second Gengler, to adjourn the meeting at 4:00 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Resolution for Maintenance Under the Illinois Highway Code appropriating \$400,000 for the installation of recessed pavement markings on Little Rock Road and Galena Road
2. Preliminary engineering services agreement with Christopher B. Burke Engineering, Ltd. in the amount of \$38,942 to analyze traffic and recommend improvement alternatives for Plainfield Road between Grove Road and Collins Road
3. Preliminary engineering services agreement with Hampton, Lenzini & Renwick, Inc. in the amount of \$341,555 to provide all preliminary engineering for intersection improvements at Galena, Cannonball, and Gordon Roads
4. Petition from Seward Road District for County aid to build or repair bridge, culvert or drainage structure on O'Brien Road in an amount not to exceed \$100,000



**MEETING MINUTES
WEDNESDAY, JANUARY 26, 2022**

Call to Order – The meeting was called to order by Committee Chair Amy Cesich at 8:36a.m.

Roll Call

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

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

Others present: Kelly Prestegaard, Animal Control Director, Scott Koeppel, County Administrator, and Animal Control Administrator Dr. Gary Schlapp

Approval of Agenda – Motion made by Member Rodriguez, second by Member Gengler to approve the agenda. **With three members in agreement, the motion carried by a vote of 3-0.**

Approval of Minutes – Motion made by Member Gengler to approve the minutes from November 27, 2021, second by Member Rodriguez. **With three members in agreement, the minutes were approved by a 3-0 vote.**

Monthly Reports

- **Census Log – Written Report Provided**
- **Bite Report – Written Report provided.**
- **Operations Report** – Mr. Koeppel reported that the staff continues to update the social media and Facebook pages, and there has been a more positive response from the community including the tremendous outpouring of food and supply donations when the need was presented to the community.
- **Accounting Report** – Mr. Koeppel reviewed the department financials, and reported that new tags are going out and 2021 tags are being returned by the clinics and facilities.
Written report provided.

Committee Business

- **Update and Discussion of Sound Baffles for the Kennels** – Mr. Koeppel stated that the

Baffle project was recommended by Dr. Schlapp several years ago. Dan Polvere, KC Facilities Management Deputy Director will send information to the committee about the cost and installation schedule depending on the price of the project.

- Discussion and Approval of a Valentine's Day Adoption Event with Reduced Adoption Fees – Mr. Koeppel reported that we had a similar event last year, and hoped to have a 50% off reduction for the dogs and cats that are currently in the facility. Member Gengler made a motion to approve the event with reduced adoption fees, second by Member Rodriguez. **With three members voting aye, the motion carried.**

Public Comment – None

Executive Session – Not Needed

Action Items for the County Board – None

Adjournment – Member Gengler made a motion to adjourn the meeting, second by Member Rodriguez. **With three members present in agreement, the meeting was adjourned at 8:58a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and
Recording Secretary

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, January 13, 2022 at 4:00 PM
Meeting Minutes

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

ROLL CALL

| Board Member | Status | Arrived | Left Meeting |
|---------------------|---------------|----------------|---------------------|
| Amy Cesich | Present | | |
| Brian DeBolt | Here | | |
| Elizabeth Flowers | | 4:17p.m. | |
| Scott Gengler | Here | | |
| Judy Gilmour | Here | | |
| Scott Gryder | Present | | |
| Matt Kellogg | Present | | |
| Dan Koukol | Here | | |
| Ruben Rodriguez | Here | | |
| Robyn Vickers | Here | | |

Others Present: Deputy County Administrator Latreese Caldwell, Financial Analyst Jennifer Karales, County Administrator Scott Koeppel, and Assistant State's Attorney Jim Webb

APPROVAL OF AGENDA – Motion by Member DeBolt, second by Member Koukol. **With nine members present voting aye, the motion carried by a vote of 9-0.**

DEPARTMENT HEADS AND ELECTED OFFICIAL REPORTS – Mr. Koeppel informed the committee of the Facilities Management Request for Qualifications for a Professional Design & Engineering Needs Assessment for the County. Mr. Koeppel asked that this item be included on the January 18, 2022 County Board meeting agenda.

INTRODUCTION OF HOPE FOOD PANTRY & OUTREACH MINISTRY – Felicia Holmes and Ayodele Hayes-Tubbs, Co-Directors of the HOPE pantry and outreach ministry in Plano, Illinois, briefed the committee on their mission, purpose and goals, stating their main goal is to “sow the seed of hope” to every woman, man, boy, and girl. Ms. Holmes stated that HOPE will seize every opportunity to remind local families that there is always HOPE! Ms. Holmes said that first, they focus on reducing food insecurity and empowering families of Plano, Yorkville, and Sandwich. Secondly, they are committed to providing families the resources they need to increase self-sufficiency. Finally, HOPE wants to teach basic home economics to families by showing them how to grow their own produce, bake, sew, and cut coupons to save their family money, all the while promoting balanced nutritional meals and self-sufficiency. Any family or individual in need is welcome to shop from the pantry and participate in the outreach program. Ms. Hayes-Tubbs stated that HOPE will do what is necessary to share available products they receive from local grocers and other organizations with the community. HOPE is a new business and welcomes sponsorships and donations from individuals, businesses and local organizations.

Volunteers are always needed! Additional information about the food pantry and outreach program is available on their website at: www.hopepantrynfp.org or by calling 630-273-2537.

VETERANS ASSISTANCE COMMISSION UPDATE – Superintendent Chad Lockman reported that the Veterans Assistance Commission staff continues to assist, represent, and advocate on behalf of veterans, their widows or widowers, and their families in obtaining earned Department of Veterans Affairs benefits.

Mr. Lockman reported that 1.5 million dollars (new monies) has been brought into Kendall County by Veterans Disability compensation, Veterans pensions, Widow's pensions, and low income pensions. Lockman said the 2022 levy is unchanged for this year, and accounts for a \$60 per tax dollar levy to the VAC.

Mr. Lockman reported that 2021 was a rough year, and that over 100 veterans lost their lives due to the Covid virus at the LaSalle Veterans Home. The IL Association of County Veterans Assistance Commissions penned a letter to Governor on January 1, 2021 asking for the resignation or dismissal of the Director of the Illinois Veterans Affairs, and the Director resigned the a few days later.

Mr. Lockman stated that the annual Golf for Vets fundraiser in May was a huge success, with over 136 golfers, and sponsorships were through the roof. They raised over \$22,000 and made \$5000 donations to the Plano, Yorkville and Oswego American Legion posts, and 4 scholarships to very deserving kids.

The Middle East Conflicts Wall of Honor came to Oswego, and was a huge success for young and old veterans. It was a great event that allowed veterans and civilians the opportunity to better understand the conflict, to recognize the fallen, as well as the survivors, and to allow veterans an opportunity to find support and understanding from their local communities, and to find peace from the issues they face.

VAC replaced their aging 12 passenger bus with a new smaller handicapped vehicle. The bus was donated to the Yorkville Legion for funeral details and other community events.

Mr. Lockman praised Deputy Superintendent Karylin Cleavenger on the work she has done since joining VACKC. Ms. Cleavenger specializes in Medicare education, and was appointed to a seat on the National Association of County Veterans Commission Service Officers, and will be presenting classes on Medicare at the National Convention in June 2022.

Mr. Lockman stated that the 2022 VAC Memorial Scholarship applications are now available, and they hope to increase the number of recipients and the amounts.

Golf for Vets will now be known as the Herschel Lukenbill Memorial Golf for Vets event. Lukenbill was a valued advocate for veterans in Kendall County, and will be a tremendous loss to the VAC and Kendall County.

OLD BUSINESS – None

ITEMS OF BUSINESS

- *Discussion of Petition 21-46 a Request from Greg Dady on behalf of DTG Investments, LLC and Robert A. Baish on Behalf of Baish Excavating, Inc. for Major Amendments to a Special Use Permit for a Landscaping Business Granted by Ordinance 2007-10 by Changing the Number of Employees Reporting to the Property, Amending the Site Plan, and Removing the Restrictions Forbidding the Parking and Storing of Vehicles, Equipment, and Landscaping Materials Outdoors at 3485 Route 126 (PIN: 06-09-400-005) in Na-Au-Say Township* – Member Gengler reviewed the proposed amendments to the petition which has passed through ZPAC, RPC, ZBA, PBZ Committee as well as the Village of Oswego, Village of Plainfield, the Oswego Fire District, and Na-Au Say Township.

Mr. Asselmeier reviewed the proposed condition changes with the committee, which included the decrease in the number of employees, the amended Site plan, removing restrictions forbidding the parking and storing of vehicles, equipment and landscaping materials outdoors. PBZ staff recommended approval with conditions. Petitioner was agreeable to the conditions proposed by the advisory boards, Oswego Fire Protection District and staff.

Member Gengler made a motion to forward the item to the County Board for approval, second by Member DeBolt. Member Koukol asked for a Roll Call vote.

| Board Member | Status |
|-------------------|---------|
| Brian DeBolt | Yes |
| Elizabeth Flowers | Aye |
| Scott Gengler | Yes |
| Judy Gilmour | Yes |
| Scott Gryder | Yes |
| Matt Kellogg | Yes |
| Dan Koukol | Abstain |
| Ruben Rodriguez | Yes |
| Robyn Vickers | Aye |
| Amy Cesich | Yes |

With Member Koukol abstaining, and the other nine members voting aye, the motion carried by a vote of 9-0-1.

- *Discussion of a contract between Kendall County and Wiss, Janney, Elstner Associates, Inc. regarding the Historic Survey in Kendall and Bristol Townships; Committee of the Whole could refer the Proposal to the State's Attorney's Office* – Pending approval of the grant for the survey, Member Kellogg made a motion to forward the contract to the State's Attorney's Office for legal review, second by Member Flowers. **With ten members present voting aye, the motion carried by a vote of 10-0.**
- *Discussion of Future Land Uses along Route 47 in Kendall and Lisbon Townships* – Update on recent meetings with the Mayor of Morris and Kendall and Lisbon Township

leadership. **There was consensus by the committee to send this item to the Comprehensive Land Plan and Ordinance Committee for review and discussion.**

PUBLIC COMMENT - None

QUESTIONS FROM THE MEDIA – None

CHAIRMAN’S REPORT – No Report

EXECUTIVE SESSION – Not needed

BOARD ACTION ITEMS FOR JANUARY 18, 2022:

- *Discussion of Petition 21-46 a Request from Greg Dady on Behalf of DTG Investments, LLC and Robert A. Baish on Behalf of Baish Excavating, Inc. for Major Amendments to a Special Use Permit for a Landscaping Business Granted by Ordinance 2007-10 by Changing the Number of Employees Reporting to the Property, Amending the Site Plan, and Removing the Restrictions Forbidding the Parking and Storing of Vehicles, Equipment, and Landscaping Materials Outdoors at 3485 Route 126 (PIN: 06-09-400-005) in Na-Au-Say Township*

ADJOURNMENT – Member DeBolt made a motion to adjourn the meeting, second by Member Cesich. **With ten members present voting aye, the meeting adjourned at 4:55p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT COMMITTEE
Meeting Minutes for Friday, January 28, 2022

Call to Order

The meeting was called to order by Committee Chair Dan Koukol at 8:03a.m.

Roll Call

| Attendee | Status | Arrived | Left Meeting |
|-----------------|---------------|----------------|---------------------|
| Amy Cesich | Present | | |
| Scott Gryder | ABSENT | | |
| Matt Kellogg | Yes | | |
| Dan Koukol | Here | | |
| Robyn Vickers | Here | | |

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

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

Committee Business

- *Review of American Rescue Plan Act Small Business Grant Program* – Mr. Koeppel stated that as of the last County Board meeting, there was a vote to approve an additional \$1million dollars, with a maximum amount of \$25,000. The program will now do approximately 90 small business grants and will bring a certain number forward to each EDC meeting for discussion and approval. There was consensus to bring the next round of applications to the Committee of the Whole meeting.

Discussion of one owner applying for an ARPA grant for more than one business, and the process and need for committee review of those that might fall into that category; and how the committee wants to handle the non-compliance of applicants with other County offices or departments. The committee will review each application and make a determination on a case by case basis.

- *Review of American Rescue Plan Act Small Business Grant Program Applications* – Member Cesich made a motion to forward the next fifteen applications totaling \$343,593 to the County Board for final approval, second by Member Kellogg. **With four members present voting aye, the motion carried by a vote of 4-0.**

Chairs Report – No report

Public Comment – None

Executive Session – Not needed

Adjournment - Member Vickers made a motion to adjourn, second by Member Kellogg. There being no objection, the Special Economic Development Committee meeting was adjourned at 8:37a.m. by a vote of 4-0.

Respectfully submitted,

Valarie McClain Administrative Assistant and
Recording Secretary

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, January 27, 2022

Call to Order – Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:11p.m

Roll Call

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

Others Present – Latreese Caldwell, Jennifer Karales, Scott Koepfel

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

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

Department Head and Elected Official Reports

Circuit Clerk's Office – Circuit Clerk Matthew Prochaska briefed the committee on an ongoing issue for changeover with manual record keeping changes and their current Court case Management System in regards to the manual record changes. Mr. Prochaska stated they thought they had a process in place, but the CMS has indicated their proposed solution will drastically impact their ability to do Automatic Disposition Recording to the Secretary of State's Office. This change is creating more work for some of his staff to such a degree that his staff is becoming overwhelmed. He has been told by JANO that they should have a solution by the end of this fiscal year, but in the meantime, he does have funds in a CD account (non-committed), and \$120,000 in extra funds that he was scheduled to transfer at the end of this fiscal year. He is asking the Committee to allow him to increase the transfer to \$157,000 to allow him to hire a full-time position at \$27,250 and a part-time position at \$10,000 to assist with the increased workload, and alleviate the stress and extra work on his current staff through November 30, 2022. Increasing his budget and hiring these two positions might require a budget adjustment in this fiscal year. **There was consensus by the committee to ask the Chairman of the Board to include this item on the County Board agenda.**

Items of Business

- *Discussion and Approval of General Fund Fund Balance Policy* – Member Kellogg reported that the original Fund Balance Policy has dates that say we need to move

money at the end of the fiscal year, and they found out this year that it is better to set a date 30 days after the fiscal year audit is presented and approved, so the auditor will present where the fund balance is, and calculate what the County needs to transfer. Motion made by Member Cesich, second by Member Gengler to forward the item to the County Board for approval. **With five members present voting aye, the motion carried.**

- *Discussion and Approval of Kendall County Health Department Grant Administration position* – Director RaeAnn Van Gundy briefed the committee on their 47 grants (a 16 grant increase since 2019) and her need to hire a full-time temporary position through November 30, 2022 to monitor and report for the current grants and potential grants from ARPA grant funding. Motion made by Member Cesich, second by Member Gengler to forward the item to the County Board for approval. **With five members present voting aye, the motion carried.**
- *ARPA Non-Profit Grant Review* – Mr. Koeppel discussed the changes in the ARPA final rule and according to the State’s Attorney’s Office regarding 501-C3, 501-C19 and 501-C6 organizations. Jennifer Karales reviewed the current applicants, including those that did not complete their application or why they did not qualify. Ms. Karales will contact churches that applied and ask what type of auditing or financial reporting they observe and report back at the next meeting. Discussion on remaining funding for the non-profit group, and the amount of funding for organizations that are unable to provide tax documentations or legal documentation and/or verification of increased expenditures and loss of revenue due to Covid, and report at the next Finance meeting.
- *FY22-24 ARPA Budget Discussion* – Member Kellogg reviewed an overview of what was spent in 2021, what’s budgeted in 2022, and amounts pledged or outlined (211 Mental Health line, Health Department, 708 Mental Health, Drug Court, Mental Health Court, Forest Preserve District, employee positions already approved, and Covid vaccinations and testing) for 2023 and 2024, including the \$10 million for lost revenue. There was also discussion on entities that have reached out to the County Board requesting ARPA funding, that do not fall into one of the original categories

Public Comment – None

Questions from the Media – None

Action Items for County Board

- *Approval of Claims*
- *Approval of General Fund - Fund Balance Policy*
- *Approval of Kendall County Health Department Grant Administration position*

Items for Committee of the Whole Meeting - None

Executive Session – None

Adjournment – Member Gengler made a motion to adjourn the Budget and Finance Committee meeting, Member Gryder seconded the motion. **With five members present voting aye, the meeting was adjourned at 6:22p.m. by a vote of 5-0.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 and 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of February 7, 2022 – Unofficial until Approved

CALL TO ORDER

The meeting was called to order by Chairman Gengler at 6:30 p.m.

ROLL CALL

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

Committee Members Absent: Robyn Vickers

Also Present: Matt Asselmeier (Senior Planner), Cyrus McMains, Paul Siegfried, and Brent Perz

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member Flowers made a motion, seconded by Member Gilmour, to approve the minutes of the January 25, 2022, special meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the expenditure report from January 2022. Mr. Asselmeier noted the Department had five (5) public notice signs made by the Highway Department. The signs cost approximately Seventeen Dollars (\$17) individually to make.

PETITIONS

Petition 21-47 Cyrus McMains on Behalf of the Yorkville Bristol Sanitary District

Mr. Asselmeier summarized the request.

Kendall County and the United City of Yorkville received a request from Yorkville Bristol Sanitary District (YBSD) for variances to the stormwater detention and compensatory storage requirements of the Kendall County Stormwater Management Ordinance. Though not part of the Stormwater Management Ordinance variances, the Petitioner also requested variances to Yorkville's tree preservation and replacement regulations and setback requirements. While the subject property is inside Yorkville, the Kendall County Stormwater Management Ordinance requires approval by both Kendall County and Yorkville for the stormwater related variances.

YBSD wishes to expand their existing facility at 304 River Street in preparation for anticipated population increases in their district. The proposed improvements will consist of approximately six hundred forty-one thousand (641,000) square feet of development and four hundred forty-

thousand (440,000) square feet of new impervious surfaces including tanks, pipes, platforms and other structures.

Per Section 203 of the Kendall County Stormwater Management Ordinance, non-residential developments equal to or greater than three (3) acres that result in more than forty-five thousand (45,000) square feet of development or thirty-two thousand (32,000) square feet of impervious area must provide onsite stormwater detention. The proposed expansion will exceed all stated thresholds. Therefore, YBSD is requesting a full waiver of the stormwater detention requirement based on the following:

1. The stormwater runoff generated from the proposed development area will discharge directly to the Fox River and Blackberry Creek with no impact to downstream properties.
2. The proposed development is significantly smaller than the total watershed area (21 acres of 2,138 square miles).
3. The estimated timing of the YBSD facility's peak stormwater discharges is unlikely to coincide with the highest flows and flood elevations along the Fox River and Blackberry Creek waterways.
4. The proposed implementation of best management practices such as vegetative swales, buffer strips, and sediment traps which will treat the discharges to the Fox River and Blackberry Creek and mitigate potential reduction of water quality.
5. To avoid the potential removal of valuable riparian vegetation and critical habitat for the endangered Indiana bat located on the subject property.

Per Section 403 of the Kendall County Stormwater Management Ordinance, the hydraulically equivalent compensatory storage must be provided for fills within the regulatory floodplain. In order to maximize the property's land area to accommodate critical wastewater treatment operations, YBSD is requesting a full waiver of the compensatory storage requirements, onsite or downstream of the property, based on the following:

1. There would be no structures impacted by the regulatory floodplain along the Fox River in the area immediately downstream of the proposed improvements.
2. The minor loss of flood storage resulting from the proposed fill is small, relative to the total flood storage of the Fox River and will not impact any downstream structures during the 100-year flood.
3. A dam is located upstream of the subject property which provides some hydraulic control of flood profiles, creates upstream flood storage, and reduces the impacts of proposed fill within the project limits.
4. The hydraulic modeling demonstrated that the proposed improvements meet the applicable regulatory standards of the Illinois Department of Natural Resources (IDNR) requirements for floodway constructions without the need for compensatory storage.

5. Several offsite compensatory storage locations were explored, however, these areas had major feasibility concerns or negative impacts such as requiring additional tree removal and/or additional loss of usable land.

The application materials were provided.

Engineering Enterprises Inc., as Yorkville's City Engineer, reviewed the proposal and recommended approval. WBK reviewed the proposal and deferred to the opinions of Yorkville's City Engineer. WBK's letter was provided.

Section 903 of the Kendall County Stormwater Management Ordinance required a public hearing by the Certified Community's Oversight Committee, in this case the Yorkville Planning and Zoning Commission, after applicable notice has been given. This hearing occurred on January 12, 2022. Other than the Petitioner, no one from the public testified at the hearing and the Yorkville Planning and Zoning Commission unanimously recommended approval of the requested variances.

The Yorkville City Council reviewed this proposal at their meeting on January 25, 2022, and unanimously approved the requested variances.

The draft ordinance was provided. Staff recommended approval of the ordinance subject to the conditions outlined in the draft ordinance.

Member Gilmour asked about the population of the District. Cyrus McMains responded that the District's population was around twenty-two thousand (22,000) people. The CMAP population project for 2050 was approximately forty thousand (40,000) people.

The cost of the new facility was hoped to be less than Forty Million Dollars (\$40 Million). The expansion was under design.

The Petitioner does not own the island.

The project is confined to the property on the south side of River Street.

Member Koukol asked if the District had the funds for the project. They anticipate financing seventy-five percent (75%) of the project.

Mr. McMains discussed raising the ground for the project.

Chairman Gengler recommended that Committee members tour the property.

Member Koukol asked about the permits required for the project. Mr. McMains and Paul Siegfried explained the permits that would be required from the City, County, State, and Army Corps of Engineers.

Mr. McMains explained the history of the approval process with Yorkville.

Member Flowers asked about water flow in the floodplain. Mr. Siegfried discussed raising the site. They prepared modeling to address the State's requirements. The impacts were almost negligible. They also examined the environmental impacts.

Member Koukol asked about the impacts of the project on Blackberry Creek. Discussion occurred regarding the work the Illinois Department of Natural Resources previously did on

Blackberry Creek. The proposal would not impact Blackberry Creek; the project would not slow down Blackberry Creek.

The District currently has nine (9) employees. The expansion would not cause an increase in staff.

Member Flowers asked about the number of trees planned for removal. Mr. McMains said approximately one-third (1/3) of the trees will be removed and none will be replaced because of sight constraints. A tree buffer along River Street will remain. Any erosion issues will be addressed as part of landscaping and bank stabilization.

Member Flowers made motion, seconded by Chairman Gengler, to recommend approval of the requested variances.

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

The proposal goes to the County Board on February 15, 2022, on the consent agenda.

NEW BUSINESS

Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois

Mr. Asselmeier summarized the request.

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires in February.

A renewal proposal was provided. Other than dates, there were no changes to the agreement from the 2021 version.

The United City of Yorkville will be reviewing the proposal during their meetings in February.

Member Gilmour made a motion, seconded by Member Flowers, to recommend approval of the intergovernmental agreement.

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

The proposal goes to the County Board on February 15, 2022, on the consent agenda.

Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090

Member Gilmour made a motion, seconded by Member Flowers, to recommend approval of publishing the notice.

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

The proposal goes to the County Board on February 15, 2022, on the consent agenda.

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2021 NPDES – MS 4 Requirements in an Amount of \$2,000 Plus Reimbursable Costs (Costs + 10 %)

Mr. Asselmeier summarized the issue.

Kendall County is required to submit certain documents annually as required by its NPDES Permit. The proposal from WBK for this work was provided.

The cost is Two Thousand Dollars (\$2,000) which is an increase from One Thousand Eight Hundred Dollars (\$1,800) for the same scope of work which occurred in 2020.

In 2021, WBK prepared the Notice of Intent, which is required every five (5) years, in addition to the Annual Report. As such, the scope of work and costs were different in 2021 compared to 2020 and 2022.

The Illinois Environmental Protection Agency has not changed the June 1st due date for the Annual Report.

Member Gilmour made a motion, seconded by Member Flowers, to recommend approval of the proposal.

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

The proposal goes to the County Board on February 15, 2022, on the consent agenda.

Follow-Up on Kendall County Regional Planning Commission Annual Meeting

Mr. Asselmeier provided a follow-up; approximately thirty (30) people were in attendance.

Mr. Asselmeier reported the summary for 2021 and 2022 future projects and goals.

Fifty-one (51) petitions filed in 2021; thirty-two (32); petitions filed in 2020; forty-six (46) petitions filed in 2019; thirty-three (33) petitions filed in 2018 and 2017.

Thirty-two (32) new housing starts in 2021; thirty-four (34) new housing starts in 2020; twenty (20) new housing starts in 2019.

Three hundred fifty-four (354) Total Permits in 2021; three hundred twenty-six (326) total Permits in 2020; two fifty-seven (257) Total Permits in 2019.

Total deposits (Building Fees, Zoning Fees, Land Cash Fees, and Off-Site Roadway) for the FY2021 were Two Hundred Ninety-Three Thousand, Nine Hundred Forty-One Dollars (\$293,941), the Highest Since 2006.

Department had two (2) months (June and November) with revenues in excess of Forty-Two Thousand Dollars (\$42,000); in 2020, the Department had one (1) month (June) with revenues in excess of Forty Thousand Dollars (\$40,000); this was the first time monthly revenues had exceeded Forty Thousand Dollars (\$40,000) since the mid-2000s.

Kendall County's population increased to one hundred thirty-one thousand, eight hundred sixty-nine (131,869) in the 2020 Census, an increase of approximately fourteen point nine percent (14.9%) from the 2010 Census making Kendall County the fastest growing county in Illinois by percent change.

The Census stated that the population of the unincorporated area was twenty-four thousand, one hundred thirty-eight (24,138).

County Board approved the update to the Transportation Plan in Land Resource Management Plan to match the Long Range Transportation Plan.

County submitted the Notice of Intent for Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's).

WBK Engineering reviewed FEMA Floodplain Management Bulletin P-2140 Floodplain Management Requirements for Agricultural Structures and Accessory Structures and recommended no changes to Kendall County's Stormwater Management Ordinance.

County Board approved amendments to the Kendall County Stormwater Management Ordinance related to Bulletin 75.

Continued doing annual NPDES surveys to the townships.

Noxious weed related documents and notices drafted and approved by the County Board.

Soils information added to the GIS.

Planning, Building and Zoning Committee reaffirmed the Department's voluntary compliance policy in cases of ordinance violations.

Planning, Building and Zoning Committee held a special committee meeting in Boulder Hill.

Kendall County became a Certified Local Government.

County Board requested and the State approved the Certification of the Kendall County Historic Preservation Ordinance for the purposes of the Property Tax Freeze Assessment Program through the Illinois Department of Natural Resources.

Kendall County Historic Preservation Commission held a special meeting at Lyon Farm.

Submitted Certified Local Government Grant for historic structure survey in unincorporated Kendall and Bristol Townships.

Continued Historic Preservation Commission awards.

Senior Planner Assisted with the codification process.

Senior Planner drafted a letter to local legislators requesting that townships be allowed to apply for grants through the Abandoned Property Program if the Illinois Housing Development Authority offers grants in the future.

Reviewed future land uses along Eldamain Road from the Fox River to Route 71.

Reviewed future land uses along Route 47 in Kendall and Lisbon Townships.

Continued adjustments of departmental operations due to the COVID-19 pandemic, including the issuance of permits and the performance of inspections.

Code Compliance Official issued permits at the former CAT Property, ANR Pipeline, Go Pro Sports Dome, and Four Seasons Storage.

Code Compliance Official held a community event at Ace Hardware in Oswego.

Items for 2022 including the following:

Continue to assist with the codification process.

Continue to implement the citation policies for the various ordinances.

Work with the Village of Montgomery to ensure that information related to the former CAT property is transferred to the Village.

Assist with the historic structure survey in unincorporated Kendall and Bristol Townships if grant funding is approved.

Work with Kendall County EMA to pursue disaster related grants and other funding.

Continue to meet with townships regarding their role in the development approval process.

Work with WBK Engineering to review the County's stormwater regulations and recommend appropriate changes based on changes in Federal and State stormwater regulations.

Continue to monitor changes to zoning related regulations at the State level.

Continue to work with GIS to ensure correct zoning information for each parcel.

Continue to work with GIS to connect parcels to the applicable special use and map amendment ordinances.

Continue to work to ensure special use permits that require renewals and reviews are examined in a timely manner.

Ensure that noxious weed and NPDES Permit documents are submitted to the State in a timely manner.

Work with the Illinois Historic Preservation Agency and Historic Preservation Commission on Certified Local Government projects.

Increase the visibility and activities of the Historic Preservation Commission through collaboration with other historic preservation organizations and events.

Continue working with the Northwest Water Planning Alliance.

Participate with Implementation of CMAP's 'On To 2050 Plan' for the Chicago Region.

Continue reviewing and addressing potential changes to the Zoning Ordinance and departmental operations for increased efficiency.

There were eight (8) new special use permits.

There were two (2) major amendments to existing special use permits.

There were three (3) minor amendments to existing special use permits.

There was one (1) revocation of an existing special use permit.

There was one (1) special use permit renewal.

There were (4) variances not part of a special use permit.

There eight (8) administrative variances.

There was one (1) variance to the Stormwater Management Ordinance.

There were zero (0) conditional use permits.

There were zero (0) temporary use permits.

There were six (6) site plan reviews.

There zero (0) plats of vacation, preliminary plats, or final plats.

There were three (3) text amendments.

There were two (2) amendments to the Land Resource Management Plan.

There were nine (9) map amendments.

There was one (1) Stormwater Ordinance related amendment.

There were zero (0) amendments to the Historic Preservation Ordinance and zero (0) landmarks.

There was one (1) other for historic preservation, the tax freeze for historic properties.

There was one (1) building and zoning other, the amendment to the citation form.

There were fifty-one (51) petitions in 2021.

There were eleven (11) ZPAC meetings.

There were eleven (11) Regional Planning Commission meetings.

There were nine (9) Zoning Board of Appeals meetings.

There were twelve (12) Historic Preservation Commission meetings.

There was one (1) Stormwater Management Oversight Committee meeting.

There were six (6) Comprehensive Land Plan and Ordinance Committee meetings.

There were thirteen (13) Planning, Building and Zoning Committee meetings.

Of the thirty-five (35) ordinances approved by the County Board in 2021, nineteen (19) were Planning, Building and Zoning related. Of the twenty-six (26) ordinances approved by the County Board in 2020, thirteen (13) were Planning, Building and Zoning related. Of the thirty-nine (39) ordinances approved by the County Board in 2019, twenty-two (22) were Planning, Building and Zoning related.

The Department investigated zero (0) noxious weed violations in 2021 compared to zero (0) noxious weed violation investigation in 2020 and 2019.

There were thirty-two (32) single-family dwelling units permitted in 2021. The breakdowns by township and subdivision were provided.

The Code Officials conducted nine hundred eighty-three (983) field visits and inspections. A breakdown of inspections was provided.

The Code Officials reviewed and issued thirty hundred sixty-five (365) permits and ninety-six (96) plumbing inspections occurred.

The Code Official's goals for 2022 include:

Renew International Code Council Certifications.

Test and implement permit tracking site created by GIS.

Provide an education program during the Kendall County Fair.

Mr. Asselmeier noted that Seward Township requested a moratorium on new special use permits, variances, and map amendments until a township comprehensive plan was prepared. Seward Township and Oswego Township indicated they would be willing to contribute financially to the County hiring an additional code inspector.

There were no public comments regarding future land uses along Eldamain Road or Route 47 in Kendall and Lisbon Townships.

2021 County-Wide Building Permit Memo

The Committee reviewed the memo.

Discussion of Having a Planning, Building and Zoning Committee Meeting in Boulder Hill in the Spring of 2022

Chairman Gengler provided an overview of a recent meeting with Oswego Township. He discussed patrolling and patterning with Oswego Township and Seward Township. After policies related to working with Oswego Township and Seward Township were addressed, a meeting can occur. He suggested meeting at the Oswego Township Highway Building. The meeting would be in May or June. Discussion also occurred about structuring the meeting as a question and answer session.

OLD BUSINESS

Discussion and Approval of Policy Requiring Applicants to the Planning, Building and Zoning Department to be Free of Debt or Current on an Approved Payment Plan to the County at the Time of Application Submittal.

Mr. Asselmeier explained the issue. He suggested doing a trial period to see how many applications the Department receives, how quickly other departments can review information, and how many applicants were identified as owing the County money. Without objection, the Department will conduct a one (1) or two (2) month trial period of the system.

Kendall County Historic Preservation Commission Annual Meeting-February 16, 2022, at 6:00 p.m., at the Little White School Museum

Mr. Asselmeier reported the Kendall County Historic Preservation Commission Annual Meeting would be February 16th at the Little White School Museum in Oswego. The agenda for the meeting was provided.

Discussion occurred about rescheduling the Admin/HR Committee meeting.

REVIEW VIOLATION REPORT

The Committee reviewed the violation report.

Mr. Asselmeier said the Department was working with the Sheriff's Department regarding the Wildy Road property.

REVIEW NON-VIOLATION REPORT

The Committee reviewed the non-violation report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

None

REVIEW PERMIT REPORT

The Committee reviewed the report.

REVIEW REVENUE REPORT

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

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

Chairman Gengler adjourned the meeting at 7:26 p.m.

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

Enc.



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: February 7, 2022

Amount: N/A

Budget: N/A

Issue: Petition 21-47- Cyrus McMains on Behalf of the Yorkville Bristol Sanitary District for Variances to Sections 203.1.b (Site Runoff Storage Requirements) and 403 (Compensatory Storage Volume Requirements) of the Kendall County Stormwater Management Ordinance for Twenty-One Plus or Minus (21 +/-) Acres of Land West of 304 River Street (PIN: 02-32-231-008) in the United City of Yorkville

Background and Discussion:

The Yorkville Bristol Sanitary District (YBSD) wishes to expand their existing facility at 304 River Street in preparation for anticipated population increases in their district. The proposed improvements will consist of approximately six hundred forty-one thousand (641,000) square feet of development and four hundred forty-thousand (440,000) square feet of new impervious surfaces including tanks, pipes, platforms and other structures.

Per Section 203 of the Kendall County Stormwater Management Ordinance, non-residential developments equal to or greater than three (3) acres that result in more than forty-five thousand (45,000) square feet of development or thirty-two thousand (32,000) square feet of impervious area must provide onsite stormwater detention. The proposed expansion will exceed all stated thresholds.

Per Section 403 of the Kendall County Stormwater Management Ordinance, the hydraulically equivalent compensatory storage must be provided for fills within the regulatory floodplain.

In order to maximize the property's land area to accommodate critical wastewater treatment operations, YBSD is requesting full waivers of referenced sections.

Committee Action:

Yorkville Planning and Zoning Commission-Unanimous Approval; Yorkville City Council-Unanimous Approval; Kendall County Planning, Building and Zoning Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: February 8, 2022

ORDINANCE NUMBER 2022-_____

GRANTING VARIANCES TO SECTION 203.1.B (SITE RUNOFF STORAGE REQUIREMENTS) AND SECTION 403 (COMPENSATORY STORAGE VOLUME REQUIREMENTS) OF THE KENDALL COUNTY STORMWATER MANAGEMENT ORDINANCE FOR APPROXIMATELY TWENTY-ONE ACRES OF LAND LOCATED WEST OF 304 RIVER STREET (PIN: 02-32-231-008) IN THE UNITED CITY OF YORKVILLE

WHEREAS, Article 9 of the Kendall County Stormwater Management Ordinance permits the Kendall County Board to grant variances to the Kendall County Stormwater Management Ordinance and provides the procedure through which variances are granted; and

WHEREAS, on May 21, 2013, the Kendall County Board adopted Ordinance 2013-10 which established a list of certified communities in Kendall County for the Stormwater Water Management Ordinance and the United City of Yorkville was included on this list; and

WHEREAS, the property which is the subject of this Ordinance consists of approximately 21 acres located west 304 River Street inside the United City of Yorkville and is identified by Parcel Identification Number 02-32-231-008. The legal description is set forth in Exhibit A, attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the subject property is currently owned by the Yorkville Bristol Sanitary District as represented by it Executive Director Cyrus McMains and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about October 22, 2021, Petitioner’s representative filed a petition for variances to Section 203.1.b of the Kendall County Stormwater Management Ordinance pertaining to stormwater detention requirements and Section 403 of the Kendall County Stormwater Management Ordinance pertaining to compensatory storage requirements as outlined in Exhibit B attached hereto and incorporated by reference; and

WHEREAS, following due and proper notice by publication in the Aurora Beacon on December 23, 2021, the Yorkville Planning and Zoning Commission held a public hearing on January 12, 2022, at 7:00 p.m., in the Yorkville City Hall at 800 Game Farm Road in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested variances and zero members of the public testified in favor or in opposition or expressed concerns regarding the requested variances; and

WHEREAS, based on the evidence, testimony, and exhibits, the Yorkville Planning and Zoning Commission has made Findings of Fact and recommended approval of the variances as set forth Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Yorkville Planning and Zoning Commission, and has forwarded to the Kendall County Board a recommendation of approval of the requested variances; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Yorkville Planning and Zoning Commission, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Stormwater Management Ordinance; and

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

1. The Findings of Fact and Recommendation of the Yorkville Planning and Zoning Commission included in Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for variances to Sections 203.1.b and 403 of the Kendall County Stormwater Management Ordinance on the condition that the subject property be developed substantially in accordance as outlined in Exhibit B.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 15th day of February, 2022.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

EXHIBIT A

LEGAL DESCRIPTION - WEST SITE

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE ON THE CENTERLINE OF RIVER ROAD, WHICH MONUMENTS THE WEST LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED FROM CLARENCE S. WILLIAMS AND MARY E. WILLIAMS, RECORDED IN BOOK 76, PAGE 350;

THENCE NORTH 70°13'29" WEST ALONG SAID CENTERLINE, 985.57 FEET;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING ALONG A TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 1850.0 FEET, AN ARC DISTANCE OF 493.61 FEET;

THENCE NORTH 85°30'44" WEST ALONG SAID CENTERLINE, 70.82 FEET;

THENCE SOUTH 04°29'16" WEST, 409.56 FEET TO THE NORTHERLY BANK OF THE FOX RIVER;

THENCE EASTERLY ALONG SAID NORTHERLY BANK, TO THE SAID WEST LINE OF THE TRACT CONVEYED TO THE STATE OF ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, 625.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Yorkville Bristol Sanitary District

Variance Request



Prepared by:

BAXTER & WOODMAN
Consulting Engineers

www.baxterwoodman.com

August 9, 2021

Yorkville Bristol Sanitary District

Variance Request

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LIST OF EXHIBITS

Exhibit

- 1 – Kendall County Stormwater Ordinance
- 2 – United City of Yorkville Landscaping Ordinance
- 3 – Fox River Tributary Drainage Area
- 4 – Blackberry Creek Tributary Drainage Area
- 5 – Project Area
- 6 – Downstream Structures
- 7 – Will County Detention Exemptions
- 8 – HEC-RAS Model Results Table
- 9 – Offsite Compensatory Storage Locations
- 10 – U.S. Fish & Wildlife Service Report

1. INTRODUCTION

The Yorkville-Bristol Sanitary District (YBSD) and the United City of Yorkville have been working together for the last 15-years to ensure that west side property is available for the wastewater treatment facility to serve the ultimate facility planning area (FPA) population. In 2005, YBSD completed a Facility Planning Report that demonstrated the need for additional space for the wastewater treatment facility to serve the potential future facility planning area population.

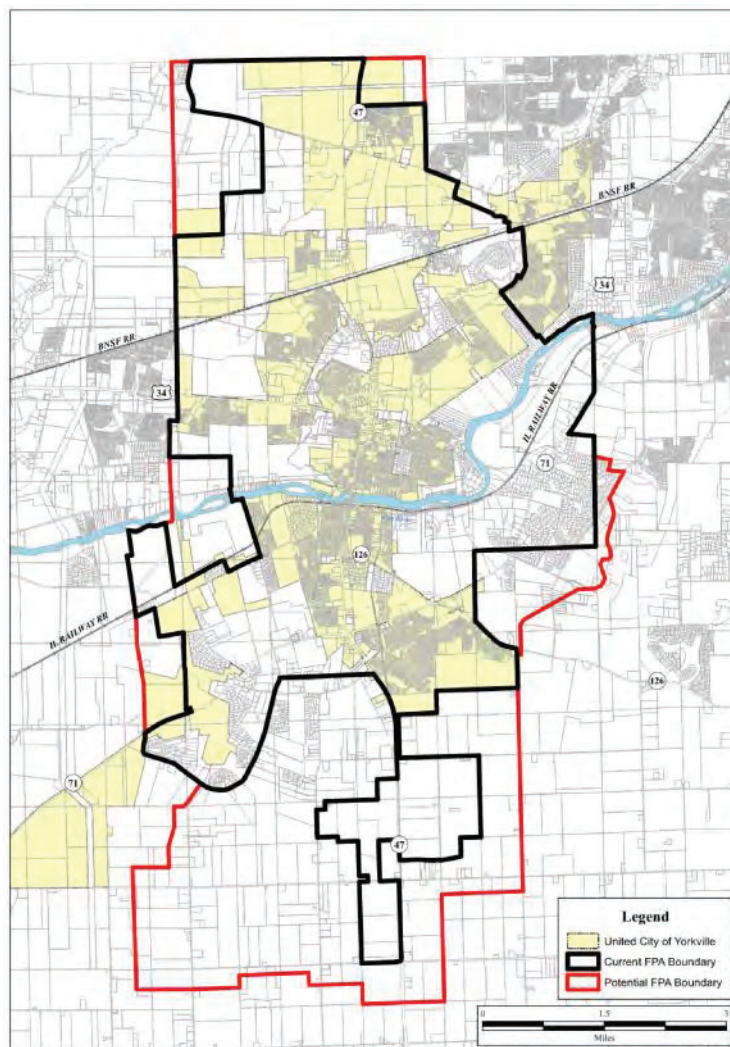
In 2006, YBSD prepared an annexation agreement that annexed the west side property into the United City of Yorkville, Kendall County, Illinois. The United City of Yorkville City Council unanimously approved the annexation, Ordinance No. 2006-43. YBSD also rezoned the west side property to A-1 with special use for sanitary water treatment facilities. The City Council followed the recommendation from the Plan Commission and unanimously approved Ordinance No. 2006-44. These two ordinances provided the space and zoning required to provide the wastewater treatment capacity for the potential future FPA population on a single site.

In 2014, YBSD completed a Phosphorus Removal Feasibility Report to determine the costs, treatment processes and space required to meet future effluent phosphorus limits. This report further reinforced the need for the west side property.

In 2018, YBSD completed a wetland delineation of the west side property to determine the sensitive environmental areas and the areas that could be used for wastewater treatment.

YBSD is currently completing the stormwater permitting and regulatory requirements that are needed to allow the west side property to be utilized for wastewater treatment. YBSD also just completed the preliminary design of the 1st phase of improvements that would be located on the west side property.

YBSD's mission is to provide wastewater treatment services for residents within its facility planning area, namely, the United City of Yorkville, Illinois, the county seat of Kendall County. The Facility Planning Reports, Annexation Ordinance, Rezoning Ordinance and wetland delineation were completed to allow wastewater treat of the potential future facility planning area population at a single site on the west side of Blackberry Creek. The YBSD FPA encompasses the United City of Yorkville and portions of the unincorporated areas of Bristol and Kendall Townships within Kendall County. The current and future potential FPA boundaries are shown below.



Providing wastewater treatment for YBSD's ultimate facility planning area population will require development of nearly the entire project site, and the required stormwater detention facilities and compensatory storage cannot be provided onsite without significantly reducing the footprint available for treatment facilities. The reduction of footprint for wastewater treatment facilities will reduce total population that can be served from the west side property. The reduced area would not be able to accommodate the potential future FPA population. As such, the YBSD is requesting variances from the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville, and from the City of Yorkville's Landscaping Ordinance in accordance with Article 9 of the Kendall County Stormwater Management Ordinance.

- Kendall County Stormwater Management Ordinance (Section 203 and Section 403), as adopted by United City of Yorkville – Ordinance No. 2012-56
- United City of Yorkville Landscape Ordinance (Section 8-12-2.H) – Ordinance No. 2009-42

2. ORDINANCE REQUIREMENTS

2.1 Stormwater Detention Requirements for Kendall County

Section 203 of the Kendall County Stormwater Management Ordinance, as adopted by the City of Yorkville, requires stormwater detention for non-residential developments on properties of contiguous ownership that are equal to or greater than three (3) acres and resulting in more than 45,000 square feet of development or 32,000 square feet of impervious area. The planned improvements, consisting of approximately 641,000 square feet of development and 440,000 square feet of new impervious area, exceed both of these thresholds, and therefore Ordinance site runoff storage requirements are applicable. Stormwater storage volume must be provided such that the 100-year, 24-hour release rate does not exceed 0.15 cubic feet per second (cfs) per acre of hydrologic disturbance, and the 2-year, 24-hour release rate does not exceed 0.04 cfs per acre.

2.2 Compensatory Storage Requirements for Kendall County

Section 403 of the Ordinance requires that hydraulically equivalent compensatory storage be provided for fills within the regulatory floodplain. The total compensatory storage volume must be equal to or greater than the flood fringe storage volume displaced. To the greatest extent practicable, storage volume displaced below the 10-year existing flood profile must be replaced below the proposed 10-year flood profile, and storage displaced between the existing 10- and 100-year flood profiles but be replaced between the proposed 10- and 100-year flood profiles.

2.3 Tree Preservation and Replacement Standards for the United City of Yorkville

Compensatory storage and stormwater detention requirements will necessitate significant tree removal. Per Section 8-12-2.H of the United City of Yorkville's Code of Ordinances, tree removal should be avoided within floodplains, filling near valuable trees should be minimal, and removal requirements include replacement according to **Table 1**.

Table 1: Tree Replacement Standards, Landscaping Ordinance for the City of Yorkville

| Caliper (inches) of tree to be removed | Number of replacement trees |
|--|-----------------------------|
| 30 or greater | 6 |
| 13-29 | 5 |
| 8-12 | 4 |
| 4-7 | 2 |

3. VARIANCE REQUESTS

The variance requests are organized according to the variance standards as described in Section 904 of the Kendall County Stormwater Ordinance as adopted by the United City of Yorkville.

3.1 Stormwater Detention

Request 1: Waiver of United City of Yorkville and Kendall County site runoff storage requirements (Section 203.1.b. of the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville (excerpt of Ordinance included in Exhibit 1))

| | Section 904 Standard | Justification |
|----|--|--|
| a. | The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare. | <p>Stormwater runoff from the proposed development area discharges directly to the Fox River and Blackberry Creek, with no downstream properties impacted prior to discharge into these waterways.</p> <p>The proposed development area is significantly smaller than the total watershed areas tributary to the Fox River and Blackberry Creek (Exhibits 3-5). Therefore, the timing of peak stormwater discharges from the YBSD's property is unlikely to coincide with the highest flows and flood elevations along these waterways.</p> |
| b. | The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance. | <p>The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Providing detention would prevent the YBSD from achieving the full buildout for treating the projected flows to the facility.</p> <p>Furthermore, the orientation of the YBSD property is such that there is significant waterway frontage, with grades naturally flowing to the Fox River and Blackberry Creek. Draining all site stormwater runoff to detention facilities may be difficult or impossible to achieve while providing a suitable treatment facility plan. Other counties in Illinois have detention exemptions for such developments. For example, the Will County Stormwater Management Ordinance (55.020 (C)(2)) provides an exemption for properties that meet the minimum river frontage requirement (Exhibit 7). With over 1,500 feet of river frontage and</p> |

| | | |
|----|---|---|
| | | less than 20 acres of proposed development, this project site would easily qualify for Will County's detention exemption thresholds. |
| c. | The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements. | The development will incorporate best management practices (BMPs), such as vegetative swales, buffer strips, and sediment traps, to treat direct discharges to the Fox River and Blackberry Creek. These BMPs will mitigate potential reduction of water quality benefits. |
| d. | The variance is not requested solely for the purpose of reducing site runoff storage requirements. | The variance is requested to allow for full buildout capacity of the treatment facilities to accommodate the needs of the community's projected growth. The reduction of site runoff storage requirements is incidental to this goal. |
| e. | The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency. | <p>The development would directly discharge to major natural waterways, as opposed to designed stormwater conveyance systems with defined capacities. There are no intermediate properties between the development and the Fox River or Blackberry Creek.</p> <p>Additionally, the proposed development area is significantly smaller than the total watershed areas tributary to the Fox River and Blackberry Creek (Exhibits 3-5). Therefore, the timing of peak stormwater discharges from the YBSD's property is unlikely to coincide with the highest flows and flood elevations along these waterways.</p> |
| f. | The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage. | With the variance, the YBSD will be able to achieve full buildout capacity at this property. The variance will also prevent the need for expanding the development area for treatment facilities to include the property immediately adjacent to the Fox River, which would require the removal of valuable riparian vegetation and critical habitat for the endangered Indiana bat (<i>Myotis sodalis</i>) (see Exhibit 10 for report from U.S. Fish and Wildlife Service). |

3.2 Compensatory Storage

Request 2: Waiver of United City of Yorkville and Kendall County compensatory storage requirements (Section 403.a. of the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville (excerpt of Ordinance included in Exhibit 1))

| | Section 904 Standard | Justification |
|----|--|---|
| a. | The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare. | <p>There are no structures impacted by the regulatory floodplain along the Fox River in the area immediately downstream of the proposed improvements (Exhibit 6). The minor loss of flood storage resulting from proposed floodplain fill is small relative to the total flood storage of the Fox River and will not impact any downstream structures during a 100-year flood.</p> <p>Furthermore, a dam is located upstream of the project limits, just upstream of Bridge Street. This dam provides some hydraulic control of flood profiles, creates upstream flood storage, and reduces the impacts of proposed floodplain fills within the project limits.</p> <p>Hydraulic modeling demonstrates that the proposed improvements meet the applicable regulatory standards of the IDNR Part 3700 requirements for floodway construction, without the inclusion of compensatory storage. Requirements for compensatory storage are local standards above and beyond the state's requirements, which are intended to preserve the conveyance capacity of the waterway. Preliminary modeling results and model input/output files are provided as Exhibit 8.</p> |
| b. | The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance. | <p>The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Providing onsite compensatory storage would prevent the YBSD from achieving the full buildout for treating the projected flows to the facility.</p> <p>Offsite compensatory storage was explored and is discussed further below. These options all have major feasibility concerns or negative impacts, such as requiring additional tree removal and/or additional loss of usable land.</p> |

| | | |
|------------------------------|--|--|
| c. | The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements. | The presence or absence of compensatory storage would not have an effect on water quality. Even so, the development will incorporate best management practices (BMPs), such as vegetative swales, buffer strips, and sediment traps. |
| d. | The variance is not requested solely for the purpose of reducing site runoff storage requirements. | This variance is unrelated to site runoff storage requirements. |
| e. | The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency. | This variance will not impact conveyance of stormwater from the project. |
| f. | The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage. | With the variance, the YBSD will be able to achieve full buildout capacity at this property, which would save environmental and biological resources. The variance will also prevent the need for development of the YBSD property immediately adjacent to the Fox River, which would require the removal of valuable riparian vegetation, critical habitat for the endangered Indiana bat (<i>Myotis sodalis</i>) (Exhibit 10), and would have adverse wetland and impacts. Wetland and habitat impacts could be obstacles to obtaining permits through the U.S. Army Corps of Engineers and IDNR. |
| Article 4 Variance Standards | | |
| a. | Variances shall not be issued by the permitting agency within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result. | Hydraulic modeling demonstrates that the proposed improvements meet the applicable regulatory standards of the IDNR Part 3700 requirements for floodway construction, without the inclusion of compensatory storage. Preliminary modeling results indicate no increase in flood levels, rounded to the nearest tenth of a foot, and are provided as Exhibit 8 . |
| b. | Variances may be issued by the permitting agency for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structure constructed below the base flood level, in conformance with the following procedures of this section;... | Not applicable; this development is greater than one-half acre. |

3.3 Tree Preservation and Replacement

Request 3: Waiver of United City of Yorkville tree replacement requirements (Sections H.1.b.i.1,3 and H.2.a-d of the United City of Yorkville's Landscaping Ordinance (excerpt of Ordinance included in Exhibit 2))

| | Section 904 Standard | Justification |
|----|---|--|
| a. | The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare. | This variance will not impact flooding or any other threat to public health, safety or welfare. |
| b. | The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance. | The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Replacing trees onsite according to the standard laid out in the City's Landscaping Ordinance (preliminary estimate of 1,500 replacement trees) is not possible if the facility is to provide the projected treatment capacity for the community. |
| c. | The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements. | This variance will not impact water quality. |
| d. | The variance is not requested solely for the purpose of reducing site runoff storage requirements. | This variance is unrelated to site runoff storage requirements. |
| e. | The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency. | This variance will not impact conveyance of stormwater from the project. |
| f. | The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage. | While it is not possible to replace all of the removed trees onsite according to the City's ordinance (regardless of the detention and compensatory storage variances), the YBSD aims to preserve the trees along the banks of the Fox River and Blackberry Creek, which is made possible by the waiving of the stormwater requirements as discussed above. Avoiding offsite compensatory storage will also limit the extent of tree removal necessary. |

4. OFFSITE COMPENSATORY STORAGE

Four offsite locations were considered for compensatory storage. These locations were initially chosen based on their proximity and current use (undeveloped or mostly open space). They are not owned by the YBSD and their use would be contingent upon purchase or easement from the property owners. The construction schedule for the facility expansion would be delayed if offsite compensatory storage is provided, as the compensatory storage would need to be provided prior to development of the YBSD property; thus, property acquisition, permitting, and offsite excavation could delay construction significantly. The four locations are briefly described below, along with burdens and detrimental impacts associated with construction at these locations. A map of the sites is included as **Exhibit 9**.

- The Youth Camp property directly adjacent to the project site consists of a low-lying area and a slope heading north up to River Road. This location would require extensive tree removal, a large quantity of excavation, and the construction of a very large retaining wall (~30' high).
- A large bump-out is located on the south bank of the Fox River, located approximately half a mile downstream from the Blackberry Creek confluence. This location is heavily forested and a massive quantity of excavation would be necessary due to the high elevations.
- Crawford Park, owned the United City of Yorkville, is located on the south bank of the Fox River approximately one mile downstream from the Blackberry Creek confluence. It is not forested and would require limited tree removal. Utilizing this area for compensatory storage, however, would prevent the City from raising the grade in the future or using this land for any other purposes.
- Approximately 1.8 miles downstream from the Blackberry Creek confluence, there is a farm located on the north bank of the Fox River. Extensive tree removal would not be necessary for this property, but the loss of active farmland is not a desirable outcome.

5. CONCLUSION

The District understands that as effluent limits and sludge disposal regulations become more stringent, additional space for future processes to maintain compliance will be of utmost importance. Some constituents are on the regulatory horizon, but others are unknown at this time. This increases the importance of maximizing contiguous land to accommodate future process. The above variance requests are necessary to provide the onsite treatment facilities that meet future regulatory requirements, as well as accommodate anticipated growth and development within the City of Yorkville.

Exhibit 1: Excerpts from Kendall County Stormwater Ordinance, as adopted by the United City of Yorkville

Sec. 203 Site Runoff Storage Requirements

203.1 Applicability of Site Runoff Storage Requirements

All developments shall comply with the site runoff storage requirements provided in Section 203 of this Ordinance in which:

- a. Single family - detached land use property consisting of five or more residential structures having an average lot size of three acres or less;
- b. A non-residential land use or a residential land use other than single family - detached property of contiguous ownership equal to or greater than three acres and:
 - 1. resulting in more than 45,000 square feet of development, or;
 - 2. resulting in more than 32,000 square feet of impervious surface area

Request for waiver of 203.1.b.

Sections 203.2 - 202.11 would be rendered null by waiver of 203.1.b.

203.2 Release Rate

Sufficient excess runoff / flood storage volume shall be provided so that the proposed project will not discharge at a rate greater than 0.15 cfs/acre of disturbance for a rainfall event with a 100-year recurrence frequency. Additionally, sufficient excess runoff / flood storage volume shall be provided so that the proposed project will not discharge at a rate greater than 0.04 cfs/acre of disturbance for a rainfall event with a 2-year recurrence frequency. The area of hydrologic disturbance for the entire project shall be used to calculate the site runoff storage volume requirements.

203.3 Design Methods

Event hydrograph routing methods shall be used to calculate runoff storage volume requirements for stormwater management basins with total tributary areas greater than five acres. The hydrograph routing shall be HEC-1, (SCS methodology), HEC-HMS, TR-20, or TR-55 tabular method or as otherwise approved by the Administrator. Event hydrograph methods shall incorporate the following assumptions:

- a. Antecedent moisture condition = 2; and
- b. Appropriate Huff rainfall distribution; and
- c. 24-hour duration storm with a 1% probability (100-year frequency) of occurrence in any one year as specified by Illinois State Water Survey Bulletin 71 isohyetal rainfall data.

Runoff storage volume requirements for stormwater management basins with total tributary areas equal to or less than five acres may utilize the % *Impervious to unit Area Detention* nomograph developed by NIPC (now known as CMAP) depicted in Table 203.

203.4 Existing Release Rate Less Than Allowable

For sites where the undeveloped release rate is less than the maximum release rate in Section 203.2, the developed release rate and corresponding site runoff storage volume requirement shall be based on the existing undeveloped release rate for the development.

203.5 Downstream Water Surface Elevations

All hydrologic and hydraulic computations must utilize appropriate assumptions for downstream water surface elevations, from low flow through the base flood elevation, considering the likelihood of concurrent flood events.

203.6 Extended Detention Requirement

The requirements of this section will apply only when the outfall from a stormwater management basin is proposed to connect to an off-site agricultural drain tile system. The first 0.75 inches of runoff from a rainfall event over the hydraulically connected impervious area of the development shall be stored below the elevation of the primary gravity outlet (extended detention) of the stormwater management basin. The facility may be designed to allow for evapotranspiration or infiltration of this volume into a subsurface drainage system and shall not be conveyed through a direct positive connection to downstream areas.

The hydraulically connected impervious area used in the calculation of required extended detention volume may be reduced by the Administrator if the soils are prepared to maximize infiltration and deep rooted grasses or other plants selected for their ability to promote infiltration or water absorption are planted in areas appropriately dedicated. The reduction in hydraulically connected impervious area used in the calculation shall be equal to the area of the development meeting the above soils/native planting requirement.

Subsurface drainage systems may be designed as a component of the extended detention portion of the stormwater management basin to assist in infiltration in accordance with the following criteria:

- a. The extended detention volume shall be discharged at a rate no greater than that required to empty the calculated extended detention volume within 5 days of the storm event and at a rate no less than that required to empty the calculated extended detention volume within 30 days of the storm event.
- b. No subsurface drainage pipe shall be located within 10 feet of drainage pipes directly connected to the stormwater management basin.
- c. For purposes of meeting the maximum subsurface drainage discharge requirements, flow control orifices and weirs may be used.
- d. All design extended detention volume shall be provided above the seasonal high ground water table or the invert elevation of the groundwater control system.
- e. Farm field tile shall not be considered a subsurface drainage system.

203.7 Stormwater Management Basin Design Requirements

Stormwater management basins shall be designed and constructed with the following characteristics:

- a. The stormwater management basin shall provide 1 (one) foot of freeboard above the design high water elevation or BFE.

b. The stormwater management basin shall be located on the site and designed such that they are accessible by motorized maintenance equipment necessary for regular and long term maintenance operations. The route to the basin shall be formalized with an access easement and that the surface of such route shall be easily traversable by maintenance equipment / operations as determined by the Administrator.

c. All site runoff storage volume shall be provided above the seasonal high groundwater table or above the invert of the groundwater control system.

d. Stormwater management basins shall facilitate sedimentation and catchment of floating material. Unless specifically approved by the Administrator, impervious low-flow ditches shall not be used in stormwater management basins. Stormwater management basins shall maximize the normal flow distance between stormwater management basin inlets and outlets, to the extent possible

e. Stormwater management basins shall reduce impacts of stormwater runoff on water quality by incorporating best management practices.

f. Stormwater management basins shall be designed with an emergency overflow weir capable of passing the inflow from the critical duration base flood event under developed conditions. The predicted emergency water surface elevation shall be below the top of embankment for any other portion of the stormwater management basin. The weir design shall provide appropriate erosion control measures.

g. Stormwater management basins with single pipe outlets shall have a minimum inside diameter of 12 inches. If design release rates necessitate a smaller outlet, flow control devices such as perforated risers, or flow control orifices shall be used.

h. Stormwater management basins intended to support potential fish habitat with a permanent pool, shall be at least ten feet deep over 25 percent of the bottom area.

i. Stormwater management basins shall have a maximum side slope of four to one.

j. Stormwater management basins with a permanent pool shall have a safety shelf at least eight feet wide a maximum of two feet below the normal water pool.

k. Stormwater management basins shall have a maximum drawdown time of 72 hours for a 24-hour duration rainfall event with 100-year recurrence frequency.

j. All stormwater management basins shall comply with IDNR dam safety requirements where applicable.

203.8 Site Runoff Storage Volume Within The Regulatory Floodplain

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements located within the regulatory floodplain shall:

a. Conform to all applicable requirements specified in Article 4 of this Ordinance; and

- b. Store the required amount of site runoff to meet the release rate requirement under all stream flow and backwater conditions in the receiving stream up to the 10-year flood elevation; and
- c. Site runoff storage volume provided by enlarging existing regulatory floodplain storage without providing a flow control device regulating discharge (on-stream detention) will be allowed only as a variance. The applicant must demonstrate that flood damages are not increased and the development will not increase flood flows for both the 2-year and 100-year floods on the stream with developed conditions on the site; and
- d. The Administrator may approve designs which can be shown by detailed hydrologic and hydraulic analysis to provide a net watershed benefit in flood control not otherwise realized by strict application of the requirements in a through c above.

203.9 Site Runoff Storage Volume Within The Regulatory Floodway

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements located within the regulatory floodway shall:

- a. Meet the requirements for locating stormwater management basins in the regulatory floodplain; and
- b. Be evaluated by performing hydrologic and hydraulic analysis consistent with the standards and requirements for any adopted watershed plans; and
- c. Provide a net watershed benefit in flood control.

203.10 Site Runoff Storage Volume - Channel Impoundment

Flow control structures constructed across any channel to impound water to meet site runoff storage requirements shall be prohibited on any perennial stream unless part of a public flood control project with a net watershed benefit in flood control. Those streams appearing as blue on a USGS Quadrangle map shall be assumed perennial unless better data is obtained. All cross-stream flow control structures for the purpose of impounding water to provide site runoff storage in all cases on perennial and intermittent streams must demonstrate that they will not cause short term or long-term stream channel instability.

203.11 Off-Site Stormwater Management Basins

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements may be located off-site if the following conditions are met:

- a. The off-site stormwater management basin meets all of the requirements of this Article 2; and
- b. Adequate storage capacity in the off-site facility is dedicated to the development; and
- c. The development includes means to convey stormwater to the off-site stormwater management basin.

Sec. 403 Compensatory Storage Volume Standards

The following standards apply within the regulatory floodplain: **Request for waiver of 403.a**

- a. Hydraulically equivalent compensatory storage volume will be required for development in a riverine regulatory floodplain and shall be at least equal to the regulatory floodplain flood storage volume displaced. To the greatest extent practicable storage volume displaced below the existing 10-year frequency flood elevation must be replaced below the proposed 10-year frequency flood elevation. To the greatest extent practicable storage volume displaced above the 10-year existing frequency flood elevation must be replaced above the proposed 10-year frequency flood elevation.
- b. Compensatory storage volume for development in a non-riverine regulatory floodplain area that is also adjacent to a lake shall be equal to the storage volume displaced.
- c. Compensatory storage volume requirements for development in a non-riverine Regulatory Floodplain that is not adjacent to a lake shall be replaced in accordance with the requirements for the loss of depressional storage in Section 201.6.
- d. Compensatory storage areas shall be designed to drain freely and openly to the channel and shall be located adjacent to the development. This standard does not apply to non-riverine Regulatory Floodplain.
- e. A recorded covenant or easement running with the land is required to maintain the compensatory storage volume in areas modified to provide compensatory storage volume.

Sections 403.d. - 403.e. would be rendered null by waiver of 403.a.

Exhibit 2: Excerpts from United City of Yorkville Code of Ordinances, Section 8-12-2 (Landscaping Ordinance)

- H. Tree Preservation: The following standards shall apply to all lots which are five (5) acres or greater in area. No live tree(s) with a four inch (4") DBH (diameter at breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. Failure to apply and submit a tree preservation and removal plan will result in a monetary fine per tree removed without authorization (as stated on the application form.)
1. Tree Removal Permit: The application for a tree removal shall be made to the Building Department. This application must be submitted and approved prior to the Site Grading Plan permit issuance. If no mass grading is required for construction, the tree removal application must be submitted and approved prior to any site re-development involving tree removal. The application shall include:

- a. Tree Preservation and Removal Plan. The plan shall include:
 - i. A tree survey showing the location of all trees four inches (4") in caliper or greater within 100 feet of any tree proposed to be removed, including a description of the tree(s), botanical name, common name, caliper size and general condition or health of the tree(s). The survey shall be completed by an International Society of Arboriculture Certified Arborist or Illinois Department of Natural Resources Consultant Forester, or other qualified professional as approved in writing by the City Planner.
 - ii. Delineation of trees to be removed and trees to be preserved.
 - iii. Details and specifications or procedures to be used to protect trees being preserved.
 - iv. Location, size and name of replacement trees.
- b. Tree Preservation and Removal Guidelines:

Request for waiver of H.1.b.i.1.

1. Critical areas, such as floodplains, steep slopes, and wetlands, should be left in their natural condition or only partially cleared.

2. Roadways, storage areas, and parking lots should be located away from valuable tree stands.

Request for waiver of H.1.b.i.3.

3. Cutting and filling in the vicinity of valuable trees should be minimal.

4. If more than one-third of the tree's root system is to be affected by construction, the tree should be part of the removal plan and replaced with the appropriate number of trees.

ii. Pre-construction protection measures:

1. A temporary six foot (6') orange construction safety fence, rigid wood, or chain link fence must surround the periphery of the tree dripline as a construction barrier prior to the start of any site work.

- a. Fence type may be designated by the City depending on the value of the tree and the location to construction traffic.
 - b. This fence must be in place before any site work begins and remain in place until all construction has been completed or final occupancy permit has been issued, whichever is latest.
 - c. A warning sign shall be placed on the fence stating the following: **Warning: This fence shall not be relocated or removed without written authorization from the City of Yorkville.**
- iii. If construction limits encroach within the dripline of the tree the following procedures will be required:
 1. Trunk wrapping from the base of the tree to a height of ten feet (10'). Clear indication of trees to be wrapped and detail showing materials should be included as part of the landscape plans. No boards shall be nailed to the trunk of a tree.
 2. In the event that underground utility lines are proposed within five feet (5') of the trunk of a tree, then auguring or boring of the utility line will be required by the City. This must be clearly indicated on the plans.
 3. Root trimming should occur by hand, not with machinery, and exposed root systems should be protected to maintain moisture levels. During construction, any root accidentally damaged (exposed) should immediately be cleanly cut and protected.
 4. If excavation must occur within the dripline of a tree, an excavation trench shall be saw cut for a minimum depth of two feet as near to the intended trench as possible. All root pruning must be completed prior to any excavation activity near the tree.
- iv. Construction procedures:
 1. During the mass grading of the site, a Certified Arborist or Consultant Forester must be on-site during the mass grading to ensure that proper protection methods are being followed.

2. Grading and construction equipment shall be prohibited from encroaching within the dripline of a tree.
 3. Any soil that is located or stockpiled within the critical root zone of the tree will result in the loss of tree protection credit(s) and will require that the job be stopped until a revised Landscape Plan is approved.
 4. Crushed limestone and other material detrimental to trees shall not be stored or dumped within the drip line of any tree nor at any higher location where drainage toward the tree could conceivably affect the health of the tree.
 5. Any preserved trees damaged during construction should be repaired. Damage should be analyzed by a Certified Arborist, Consultant Forester, or approved qualified professional, and a repair plan should be submitted to the City for approval.
 6. If the tree begins to show signs of stress (i.e. leaf dieback, wilting, etc.), additional measures may be required by the City such as fertilizing or watering to aid the tree in survival.
- v. Tree Preservation protection measures must be checked by the City of Yorkville before the permit for development will be released. Periodic inspections will occur during construction.
 - vi. Failure to provide adequate tree protection will result in the loss of tree protection credits and will require that the job be stopped until a revised Landscape Plan is approved.

Request for waiver of H.2.

2. Tree Replacement Standards:

- a. Any tree approved for removal shall be replaced with new trees in accordance with the following schedule:

| <u>Caliper (Inches) of tree to be removed</u> | <u>Number of Replacement Trees</u> |
|---|------------------------------------|
| 30 or greater | 6 |
| 13-29 | 5 |
| 8-12 | 4 |
| 4-7 | 2 |

- b. In the event that a tree identified to be preserved is removed or damaged, such tree shall be replaced as follows:

| <u>Caliper (Inches) of tree to be removed</u> | <u>Number of Replacement Trees</u> |
|---|------------------------------------|
| 30 or greater | 12 |
| 13-29 | 10 |
| 8-12 | 8 |
| 4-7 | 4 |

- c. All replacement trees shall have a minimum caliper of two and one-half inches (2 ½") and shall consist of the shade tree varieties listed under Permitted Plantings.
- d. If the tree(s) approved for removal is (are) dead from natural causes prior to the date of the tree removal permit, then no replacement tree(s) are required for them.

3. Approval Criteria: The City shall approve a tree removal application if one or more of the following conditions exist:

- a. The tree to be removed poses a safety hazard to persons or property.
- b. The tree is substantially diseased or weakened by age, storm, fire or other injury.
- c. The tree removal is in accordance with good forestry practice such as when a parcel of land will only support a certain number of healthy trees which is less than the number of existing trees on the parcel.
- d. The tree removal is of a nuisance tree listed under Section 3 General Standards, #7.
- e. The tree removal is part of an approved overall landscape plan.

4. Failure to Replace Trees: If replacement trees, which are required by the approved tree removal permit, are not planted within the time frame set out by the tree removal permit, the City may, at its option, replace the trees. All costs associated with purchasing and planting the replacement trees shall be charged to the owner or other person or entity causing the removal of the trees.

Exhibit 3: Fox River Tributary Drainage Area

Table 7 - Summary of Discharges (continued)

| Flooding Source and Location | Drainage Area (square miles) | Peak Discharges (cubic feet per second) | | | |
|---|---------------------------------|---|-----------------------------|-----------------------------|-------------------------------|
| | | 10-Percent- Annual-Chance | 2-Percent- Annual-Chance | 1-Percent- Annual-Chance | 0.2-Percent- Annual-Chance |
| Fox River | | | | | |
| At Dayton (USGS gage No. 05552500) | 2,642 | 22,132 | 36,274 | 41,893 | 58,357 |
| At Bridge Street | 2,138 | 15,327 | 23,899 | 27,412 | 36,894 |
| About 900 feet upstream of Bridge Street | 1,804 | 10,580 | 15,221 | 17,697 | 22,615 |
| At Aurora (USGS gage No. 05551500) | 1,705 | 8,572 | 12,791 | 14,368 | 18,697 |
| Harvey Creek | | | | | |
| 300 feet downstream of Sandy Bluff Road | 3.46 | 381 | 525 | 595 | 983 |
| 600 feet downstream of Griswold Springs Road | 3.36 | 367 | 506 | 569 | 924 |
| 2,000 feet upstream of Griswold Springs Road | 2.41 | 291 | 387 | 442 | 638 |
| At Dayton Street | 1.41 | 183 | 248 | 291 | 379 |
| Middle Aux Sable Creek | | | | | |
| Just downstream of Caton Farm Road | 15.9 | 1,252 | 2,144 | 2,767 | 3,481 |
| Just downstream of Wheeler Road | 14.0 | 1,241 | 2,124 | 2,741 | 3,448 |
| Upstream of Wheeler Road | 12.9 | 1,237 | 2,117 | 2,731 | 3,435 |
| North Arm Saratoga Creek | | | | | |
| About 150 feet downstream from farm bridge | 0.7 | 80 | * | 143 | * |
| At Joliet Road | 0.66 | 79 | * | 140 | * |
| About 700 feet upstream of Galena Street | 0.42 | 59 | * | 106 | * |
| Tributary 1 to West Aux Sable Creek Tributary B | | | | | |
| Just downstream of the intersection of Caton Farm Road and Brisbin Road | 2.1 | 446 | 743 | 947 | 1,179 |
| Waubensee Creek | | | | | |
| At confluence with Fox River | 29.6 | * | * | 2,007 | * |
| At U.S Route 25 | 29.5 | * | * | 1,979 | * |
| At U.S. Route 34 | 29.2 | * | * | 1,940 | * |
| At U.S. Route 30 | 18.7 | 774 | 1,170 | 1,447 | 2,700 |
| At Elgin Joliet and Eastern Railroad | 17.4 | 734 | 1,108 | 1,373 | 2,500 |

*Data not available

Exhibit 2: Fox River Tributary Drainage Area

Exhibit 4: Blackberry Creek Tributary Drainage Area

Table 7. Summary of Discharges

| Flooding Source and Location | Drainage Area (square miles) | Peak Discharges (cubic feet per second) | | | |
|--|---------------------------------|---|-----------------------------|-----------------------------|-------------------------------|
| | | 10-Percent- Annual-Chance | 2-Percent- Annual-Chance | 1-Percent- Annual-Chance | 0.2-Percent- Annual-Chance |
| Aux Sable Creek | | | | | |
| Downstream of Bell Road | 107.9 | 6,162 | 10,618 | 13,754 | 17,360 |
| Downstream of US Highway 52 | 99.1 | 5,902 | 10,167 | 13,168 | 16,617 |
| Just downstream of East Aux Sable Creek confluence | 98.6 | 5,886 | 10,139 | 13,131 | 16,570 |
| Downstream of McKanna Road | 64.9 | 3,134 | 5,422 | 7,038 | 7,038 |
| Just downstream of the convergence of Middle Aux Sable Creek and West Aux Sable Creek | 63.8 | 3,054 | 5,285 | 6,861 | 8,676 |
| Blackberry Creek | | | | | |
| Just downstream of Route 34 | 69.0 | 1,381 | 2,303 | 2,771 | 4,053 |
| Just downstream of Route 47 | 67.5 | 1,366 | 2,284 | 2,749 | 4,026 |
| Approximately 7,200 feet upstream of Route 47 | 65.2 | 1,349 | 2,260 | 2,721 | 3,991 |
| Just downstream of Route 30 | 59.6 | 1,316 | 2,229 | 2,692 | 3,968 |
| Clear Creek | | | | | |
| At confluence with Fox River | 6.7 | 1,055 | 1,484 | 1,772 | 2,474 |
| About 3,300 feet upstream of confluence with Fox River | 6.4 | 1,003 | 1,413 | 1,701 | 2,371 |
| About 2,000 feet downstream of Crimmin Road | 3.9 | 677 | 994 | 1,181 | 1,676 |
| At Crimmin Road | 3.5 | 614 | 902 | 1,071 | 1,520 |
| About 3,700 feet upstream of Crimmin Road | 3.3 | 560 | 822 | 968 | 1,375 |
| About 1,250 downstream of confluence with Dave-Bob Creek | 2.87 | 495 | 726 | 855 | 1,214 |
| At Chicago Road | 2.53 | 408 | 590 | 718 | 1,003 |
| At Main Street | 2.01 | 311 | 435 | 538 | 759 |
| About 1,000 feet upstream of State Route 71 | 1.6 | 231 | 381 | 462 | 670 |
| Dave-Bob Creek | | | | | |
| At confluence with Clear Creek | 0.3 | 65 | 100 | 115 | 145 |
| At Unnamed Tributary | 0.17 | 40 | 65 | 75 | 95 |
| East Aux Sable Creek | | | | | |
| Just downstream of the confluence of East Aux Sable Creek Tributary A | 33.7 | 2,871 | 4,908 | 6,330 | 7,960 |
| Upstream of the confluence of East Aux Sable Creek Tributary B | 27.8 | 2,533 | 4,328 | 5,581 | 7,015 |



| PLAN SHEET DESIGNATION | |
|------------------------|---------------------|
| COVER | |
| G | GENERAL |
| H | HAZARDOUS MATERIALS |
| L | LANDSCAPE |
| S | STRUCTURAL |
| A | ARCHITECTURAL |
| I | INSTRUMENTATION |
| Q | EQUIPMENT |
| F | FIRE PROTECTION |
| P | PLUMBING |
| M | MECHANICAL |
| E | ELECTRICAL |
| T | TELECOMMUNICATIONS |
| R | RESOURCE |

| | |
|--------------|-----------|
| PROJECT NO: | 201643 |
| SCALE: | 1" = 100' |
| DATE: | 1/15/21 |
| DESIGNED BY: | |
| DRAWN BY: | |
| CHECKED BY: | |
| CLIENT | |

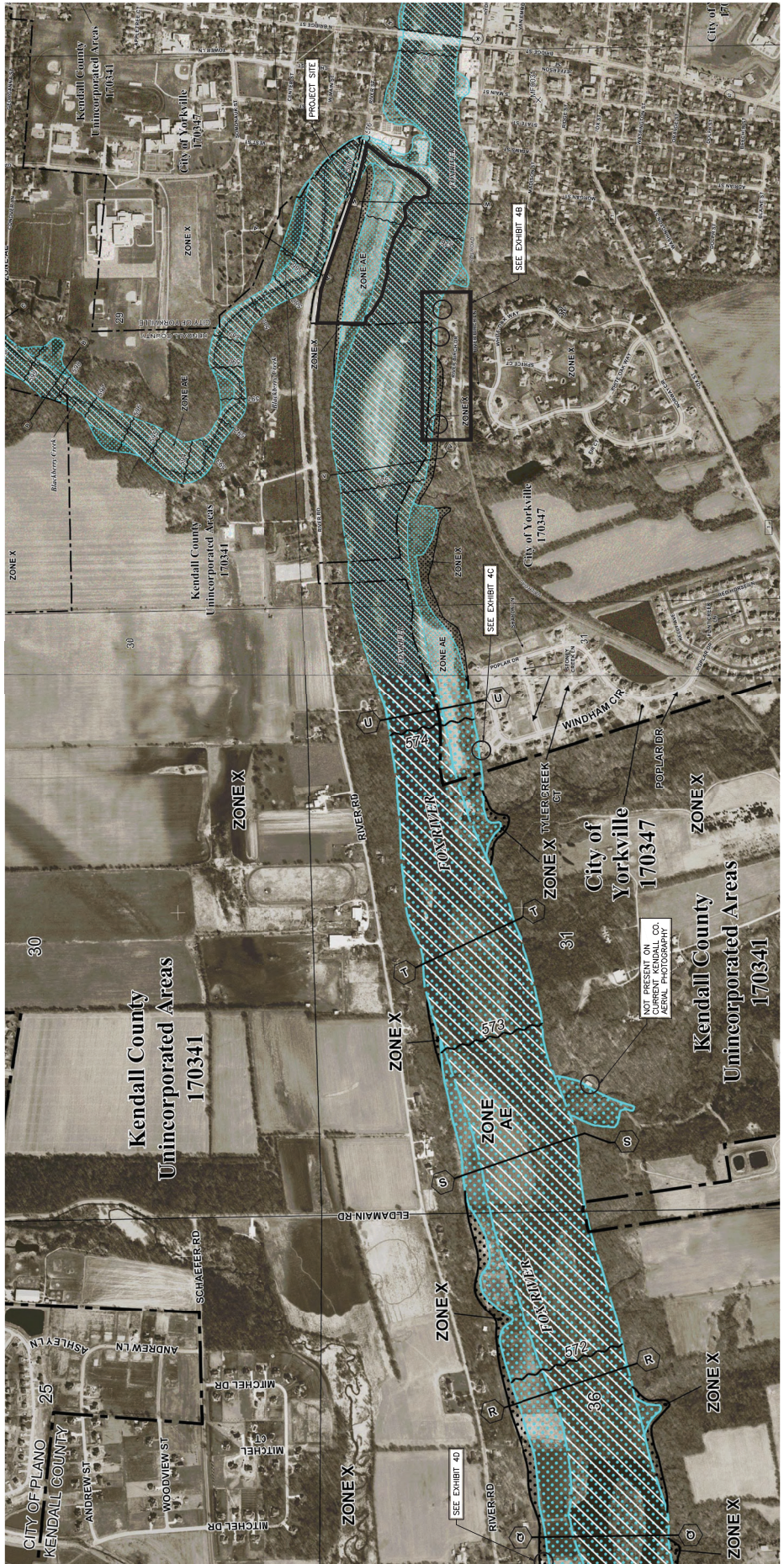
YORKVILLE-BRISTOL
SANITARY DISTRICT

| SHEET TITLE |
|-------------------------|
| Exhibit 5: Project Area |

OF



SCALE: 1" = 500'



LEGEND
○ DOWNSTREAM STRUCTURES MAPPED WITHIN REGULATORY FLOODPLAIN

| | | | | | | | | | | |
|-----------------------------|-------------|--|--|--|-----------------------------------|--|----------------|-----------|---|---|
| BAXTER & GOODMAN | CONSULTANTS | | YORKVILLE-BRISTOL SANITARY DISTRICT SOLIDS HANDLING IMPROVEMENT | | EXHIBIT 6A: DOWNSTREAM STRUCTURES | | DESIGNED - PDS | DATE | 1 | 1 |
| | REVISED - | | AS NOTED | | PROJECT NO: | | DRAWN - ABN | 201643.40 | 1 | 1 |
| | REVISED - | | 201643.40 | | CHECKED - PDS | | DATE | 8/5/2021 | | |
| | REVISED - | | | | | | | | | |

Plotted: 8/6/2021 12:01 PM by: 382ABN
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State of Illinois - Professional Design Firm
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August 5, 2021
2010 Contours
Contour
Index Contour

Exhibit 6B: Downstream Structures

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Kendall County Web GIS



August 5, 2021

2010 Contours

— Contour
— Index Contour

1:960

0 0.01 0.01 0.02 mi
0 0.01 0.01 0.03 km

Exhibit 6C: Downstream Structures

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Kendall County Web GIS



August 5, 2021

2010 Contours

— Contour

— Index Contour

1:720

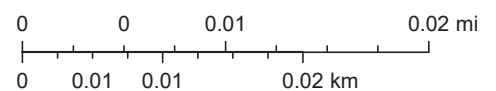


Exhibit 6D: Downstream Structures

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Exhibit 7: Will County Detention Exemptions

§ 55.020 GENERAL INFORMATION.

(A) *Other applicable regulations.* All developments shall meet the requirements specified for general stormwater development (§ 55.020), site runoff (§ 55.022), sediment and erosion control (§§ 55.035 through 55.047), performance security and maintenance (§§ 55.200 through 55.203).

(B) *Applicability of site runoff storage requirements (detention).*

(1) All developments shall comply with the site runoff storage requirements provided in §55.023 of this subchapter in which:

(a) More than two single-family structures or one two-family structure are to be constructed on a site five or more acres in size;

(b) Multi-family or nonresidential land use is to be constructed on a site more than one acre in size;

(c) Existing multi-family or nonresidential land uses on a site one acre or more in size, on which new development after the effective date of this chapter in the aggregate exceeds 25,000 square feet;

(d) Roadway developments in rights-of-way under the ownership or control of a unit of local governments when the contiguous area of new roadway construction (excluding previously paved areas) exceeds two acres; and

(e) The developer of a commercial or industrial redevelopment may request that a fee-in-lieu of detention be approved provided that all of the following are demonstrated to the sole satisfaction of the Administrator:

1. The drainage plan will not increase existing flood damages; and

2. The drainage plan provides a net benefit in water quality compared to the existing development.

(2) The Administrator shall determine the appropriate fee to be collected as defined in §55.215, and his or her decision in the matter shall be considered final.

(C) *Exemptions from site runoff storage requirements (detention).* Site run-off storage is not required under the following circumstances:

(1) Direct discharge industrial sites; and/or

(2) Non-industrial direct discharge sites 160 acres or less having the following minimum river frontage:

| Site Area | Required Frontage |
|------------------|--------------------------|
| 0—2 acres | 50 feet |
| Up to 5 acres | 100 feet |
| Up to 10 acres | 150 feet |
| Up to 40 acres | 200 feet |
| Up to 80 acres | 350 feet |
| Up to 160 acres | 500 feet |

(Res. 02-441, passed 10-17-2002; Res. 02-495, passed 11-21-2002; Res. 04-87, passed 3-17-2004)

Exhibit 8: HEC-RAS Model Results

Table 1: Fox River HEC-RAS Model Results: 100-Year Floodplain Elevations

| HEC-RAS Cross Section | Location | Existing 100- Year Elevation | Proposed 100- Year Elevation | Change (ft) |
|--------------------------|------------------|---------------------------------|---------------------------------|-------------|
| 35.841 | DS site limits | 575.64 | 575.64 | 0.00 |
| 35.938 | | 575.76 | 757.75 | -0.01 |
| 36.050 | | 575.85 | 575.85 | 0.00 |
| 36.068 | | 575.94 | 575.96 | 0.02 |
| 36.151 | FEMA Sect. W | 576.01 | 576.04 | 0.03 |
| 36.201 | US site limits | 576.16 | 576.20 | 0.04 |
| 36.358 | | 576.70 | 576.74 | 0.04 |
| 36.368 | DS of Bridge St. | 576.87 | 576.91 | 0.04 |
| 36.391 | FEMA Sect. X | 577.10 | 577.14 | 0.04 |

Table 2: Fox River HEC-RAS Model Results: 100-Year Channel Velocities

| HEC-RAS Cross Section | Location | Existing 100- Year Velocity (ft/s) | Proposed 100- Year Velocity (ft/s) | Change (%) |
|--------------------------|------------------|--|--|------------|
| 35.841 | DS site limits | 3.17 | 3.22 | 1.6 |
| 35.938 | | 3.24 | 3.43 | 5.9 |
| 36.050 | | 3.31 | 3.44 | 3.9 |
| 36.068 | | 3.18 | 3.30 | 3.8 |
| 36.151 | FEMA Sect. W | 4.67 | 4.79 | 2.6 |
| 36.201 | US site limits | 4.88 | 4.88 | 0.0 |
| 36.358 | | 4.87 | 4.85 | -0.4 |
| 36.368 | DS of Bridge St. | 4.00 | 3.97 | -0.7 |
| 36.391 | FEMA Sect. X | 3.33 | 3.35 | 0.6 |

Table 3: Blackberry Creek HEC-RAS Model Results: 100-Year Floodplain Elevations

| HEC-RAS Cross Section | Location | Existing 100- Year Elevation | Proposed 100- Year Elevation | Change (ft) |
|----------------------------------|-------------------------|---|---|--------------------|
| 0 | Fox River Confluence | 573.36 | 573.36 | 0.00 |
| 275 | FEMA Sect. A | 574.17 | 574.18 | 0.01 |
| 558 | | 576.84 | 576.84 | 0.00 |
| 676 | | 576.84 | 576.84 | 0.00 |
| 702 | DS of River Rd. | 576.89 | 576.88 | -0.01 |
| 732 | US of River Rd. | 577.43 | 577.42 | -0.01 |
| 1115 | FEMA Sect. B | 580.73 | 580.73 | 0.00 |

Table 4: Blackberry Creek HEC-RAS Model Results: 100-Year Channel Velocities

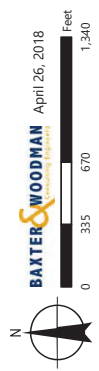
| HEC-RAS Cross Section | Location | Existing 100- Year Velocity (ft/s) | Proposed 100- Year Velocity (ft/s) | Change (%) |
|----------------------------------|-------------------------|---|---|-------------------|
| 0 | Fox River Confluence | 5.22 | 5.22 | 0.00 |
| 275 | FEMA Sect. A | 11.42 | 11.46 | 0.35 |
| 558 | | 4.80 | 4.80 | 0.00 |
| 676 | | 6.48 | 6.48 | 0.00 |
| 702 | DS of River Rd. | 6.65 | 6.65 | 0.00 |
| 732 | US of River Rd. | 3.83 | 3.83 | 0.00 |
| 1115 | FEMA Sect. B | 8.93 | 8.93 | 0.00 |



COMPENSATORY STORAGE - POTENTIAL OFFSITE LOCATIONS

SOLIDS HANDLING IMPROVEMENTS

Yorkville-Bristol Sanitary District



| Variance Schedule | Days to Complete | Day | Date |
|--|-------------------------|------------|-------------------|
| B&W meet with YBSD to Review Approach and Prepare | 7 | Wed | 7/14/2021 |
| District Board Approves the Variance Approach | | Mon | 8/9/2021 |
| 1. Informal Meeting with City staff and Engineering (EEI) | | Mon | 8/9/2021 |
| 2. City provides initial staff comments on whether they will support variances | 14 | Mon | 8/23/2021 |
| 3. City staff engages County for County Ordinance variances, if applicable | 21 | Mon | 8/30/2021 |
| 4. Meeting with City & County Staff to finalize formal variance request | 50 | Tue | 10/12/2021 |
| 5. Formal Variance Submittal | | Fri | 10/15/2021 |
| 6. Plan Council | 25 | Tue | 11/9/2021 |
| a. City staff and Engineering (EEI) | | | |
| 7. Economic Development Committee (4 people) | | Tue | 12/7/2021 |
| 8. Public Notice Deadline | 21 | Tue | 12/28/2021 |
| 9. Planning and Zoning Commission (Public Hearing) | | Wed | 1/12/2022 |

Approval process – City:

| | | | |
|---|----|------------|------------------|
| 10. Planning and Zoning provides Positive or Negative recommendation to City Council | 12 | Mon | 1/24/2022 |
| 11. City Council Approval | | Tue | 1/25/2022 |
| a. If positive recommendation received from Planning and Zoning, majority needed for approval | | | |
| b. If negative recommendation received from Planning and Zoning, super majority needed for approval | | | |

Approval process – County:

| | | | |
|---|-----------|------------|------------------|
| 10. Planning and Zoning provides recommendations to County Board and Director. | 0 | Tue | 1/25/2022 |
| 11. County Board grants variance, grants modified variance, or denies variance within 45 days of receiving written recommendations | 45 | Fri | 3/11/2022 |



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: February 7, 2022

Amount: \$0.00

Budget: Y

Issue:

Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois

Background and Discussion:

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires in February.

The United City of Yorkville is reviewing this proposal at their meetings in February.

To Staff's knowledge, other than updating the dates, neither party is proposing any changes to the agreement.

In 2021, the County conducted 0 inspections for Yorkville and Yorkville conducted 10 inspections for the County.

The proposed Intergovernmental Agreement is attached.

Committee Action:

Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: February 8, 2022

COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2022-__

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,
ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 15th day of February, 2022.

Board Chairman Signature:

Attest:

Scott R. Gryder, Chairman
County Board

Debbie Gillette
County Clerk

Exhibit A
INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS
AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2022

THIS INTERGOVERNMENTAL AGREEMENT (“*the Agreement*”) by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”) and the United City of Yorkville, Kendall County, Illinois (the “*City*”) a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

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 among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the “*Parties*”) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

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

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including 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 attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. 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.

Section 18. 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. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) 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; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: 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. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, 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 of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City 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 Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

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

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk City

Clerk



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: February 7, 2022

Amount: Not to Exceed \$125

Budget: Y

Issue: Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090

Background and Discussion:

Kendall County is required by Illinois law to publish a noxious weed notice at least one (1) time per year in a newspaper of general circulation within the County. Kendall County's Noxious Weed Work Plan, adopted in October 2021, called for the publication of the notice within the first quarter of 2022.

Attached please find the notice that the County is required to publish.

Committee Action:

PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: February 8, 2022

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN PURSUANT TO THE "ILLINOIS NOXIOUS WEED LAW" to the owners, occupants, agents and public officials in charge or control of any land in Kendall County that they are required to control or eradicate all NOXIOUS WEEDS growing upon land under their control prior to the blooming, maturing of seed or other propagating of such weeds.

NOXIOUS WEEDS: a) Marihuana (*Cannabis sativa* L.);

b) Giant Ragweed (*Ambrosia trifida* L.) within the corporate limits of cities, villages, and incorporated towns;

c) Common Ragweed (*Ambrosia artemisiifolia* L.) within the corporate limits of cities, villages, and incorporated towns;

d) Canada Thistle (*Cirsium arvense*);

e) Perennial Sowthistle (*Sonchus arvensis*);

f) Musk Thistle (*Carduus nutans*);

g) Perennial members of the sorghum genus, including johnsongrass (*Sorghum halepense*), sorghum alnum, and other johnsongrass X sorghum crosses with rhizomes; and

h) Kudzu (*Pueraria labata*).

NOTICE IS FURTHER GIVEN that if the persons responsible for the control of any lands in Kendall County fail to comply with the provisions of the Illinois Noxious Weed Law the Control Authority of Kendall County or the Department of Agriculture of the State of Illinois will take any necessary action to control or eradicate such weeds and the cost thereof will be assessed against the owner of the land involved. If unpaid for 6 months or longer, such assessment shall become a lien upon the property.

Date at Yorkville, Kendall County, Illinois, this
15th day of February, 2022.
Month Year

Signed: _____
 Scott R. Gryder
 Kendall County Weed Control Authority



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning Committee

Meeting Date: February 7, 2022

Amount: \$2,000 for Annual NPDES Report

Budget: Yes - Planning, Building and Zoning Department Consultant's Line Item (11001902-63630)

Issue: Preparation of Annual NPDES Report

Background and Discussion:

Kendall County is required to submit certain documents annually as required by its NPDES Permit. Attached please find the proposal from WBK for this work.

The cost is Two Thousand Dollars (\$2,000) which is an increase from One Thousand Eight Hundred Dollars (\$1,800) for the same scope of work which occurred in 2020.

In 2021, WBK prepared the Notice of Intent, which is required every five (5) years, in addition to the Annual Report. As such, the scope of work and costs were different in 2021 compared to 2020 and 2022.

As of the date of this memo, the Illinois Environmental Protection Agency has not changed the June 1st due date for the Annual Report.

Committee Action:

Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: February 8, 2022

opportunity number



PROPOSAL

Submitted To: Kendall County
111 Fox Street
Yorkville, IL 60560

Submitted By: WBK Engineering, LLC
116 W. Main Street Suite 201
St. Charles, IL 60174
(630) 443-7755

Primary Contact: Matt Asselmeier, AICP, CFM

Primary Contact: Greg Chismark

PROJECT INFORMATION

Project Name: Kendall County NPDES Annual Report - 2021 Reporting Period
Address:
City / State / Zip
General Location:

SCOPE OF SERVICES

☐ Cost (Not-to-Exceed) ☒ Lump Sum ☐ Time and Materials (T&M)

Task Name: NPDES Annual Report - 2021 Reporting Period

Deliverable: Annual Report prepared and submitted to IEPA on behalf of the County.
Tasks include review of NOI for performance measure, discussions with County staff,
collection of documentation and preparation of the annual report.

\$2,000

Task Budget

Budget for Reimbursable Expenses (Cost Plus 10%): \$0

Total Amount Budgeted For All Services Rendered: \$2,000

☐ Additional Tasks on Following Pages.

We propose to bill you monthly based on the attached Schedule of Charges (if applicable). We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

Greg Chismark
WBK Authorization By (Please Print): Signature Date 1/31/22

The Proposal, Schedule of Charges, and General Terms & Conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

Client Authorization By (Please Print): Signature Date

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A
WHISTLEBLOWER REPORTING AND ANTI-RETALIATION POLICY**

WHEREAS, the County of Kendall, Illinois (“County”) is a unit of local government, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the County previously adopted an Employee Handbook (“Handbook”) to provide County employees with information about working conditions, employee benefits, and other policies regarding their employment; and

WHEREAS, the Illinois General Assembly recently amended the Public Officer Prohibited Activities Act requiring the County to designate an auditing official and to establish written processes and procedures for employees to report alleged improper governmental actions, as defined 50 ILCS 105/4.1; and

WHEREAS, the Kendall County Board desires to approve the Whistleblower Reporting and Anti-Retaliation Policy attached hereto as Exhibit A and to incorporate it as a new Section 3.8 to the County’s existing Handbook (the “Policy”);

NOW, THEREFORE, BE IT ORDAINED by a majority vote of the Kendall County Board, as follows:

SECTION 1. RECITALS.

The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. THE POLICY.

The Kendall County Board hereby approves and adopts the Policy attached hereto as Exhibit A as a new Section 3.8 to be added to the Handbook. The Policy shall be applicable to all employees of the County, whether in a permanent or temporary position, including full-time, part-

time, and intermittent workers, and members of appointed boards or commissions, whether or not paid. The Kendall County Office of Administrative Services or their designee shall distribute the Policy to all County employees and have such employees acknowledge receipt thereof within the next thirty (30) days and on an annual basis each year thereafter pursuant to 50 ILCS 105/4.1(h).

SECTION 3. **AMENDMENTS.**

The Handbook is not a contract with employees of the County and the County Board retains the right to make changes to the Handbook and this Policy from time to time, as the County Board deems prudent and necessary.

SECTION 4. **EFFECTIVE DATE.**

This Ordinance and the Policy shall be in full force and in effect immediately upon approval by a majority vote of the Kendall County Board.

SO ORDAINED this _____ day of January, 2022 in Kendall County, Illinois .

COUNTY OF KENDALL, ILLINOIS

Scott Gryder, Chairman

Attest:

Debbie Gillette, Kendall County Clerk &
Recorder

Section 3.8 WHISTLEBLOWER REPORTING AND ANTI-RETALIATION POLICY

It is the policy of the County of Kendall, Illinois (County) to act in accordance with Section 4.1 of the Illinois Public Officer Prohibited Activities Act regarding retaliation against whistleblowers. *See* 50 ILCS 105/4.1. Thus, the County prohibits retaliation against its employees and contractors who: (1) report an improper governmental action; (2) cooperate with an investigation by an auditing official related to a report of improper governmental action; or (3) testify in a proceeding or prosecution arising out of an improper governmental action.

For purposes of this Policy, “improper governmental action” is defined as:

any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or a unit of local government law or rule; is an abuse of authority; violates the public’s trust or expectation of his or her conduct; is of substantial and specific danger to the public’s health or safety; or is a gross waste of public funds.

50 ILCS 105/4.1. “Improper governmental action” does *not* include the following:

[A] unit of local government’s personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

Id.

For purposes of this Policy, retaliation means any adverse change in an employee’s employment status or the terms and conditions of employment that result from an employee’s protected activity under this Policy and/or the Public Officer Prohibited Activities Act. Retaliation can include, but is not limited to, any of the following: denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of the employee’s protected activity under this Policy and the Public Officer Prohibited Activities Act.

Any report of retaliation shall promptly be reported to the County’s Auditing Official for review pursuant to the complaint procedures set forth in this Policy. All employees are responsible for reporting improper government activities as well as reporting any retaliatory conduct resulting therefrom pursuant to the complaint procedures set forth in this Policy. Failure to do so may result in disciplinary action up to and including termination of employment.

THE COUNTY'S AUDITING OFFICIAL:

The County's Auditing Official is responsible for receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the County based upon the prohibitions set forth in this Policy. The County's appointed Auditing Official is:

Kendall County Inspector General
Kendall County Sheriff's Office
1102 Cornell Lane,
Yorkville, Illinois 60560
(630) 553-7500

In the event there is a vacancy in the Auditing Official's position, the Kendall County State's Attorney shall assume the Auditing Official's duties pursuant to Section 4.1(i) of the Public Officer Prohibited Activities Act.

COMPLAINT AND INVESTIGATION PROCEDURES:

All reports of alleged improper governmental activities and retaliation in violation of the Public Officer Prohibited Activities Act shall promptly be reported to the County's Auditing Official in writing within sixty (60) days of notice of the alleged act. All complaints received pursuant to this Policy will be promptly and thoroughly investigated by the Auditing Official or their designee in accordance with Section 4.1 of the Public Officer Prohibited Activities Act.

To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. The Auditing Official may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action. 50 ILCS 105/4.1(e).

At the conclusion of the investigation, the Auditing Official will decide whether the complaint has merit or whether the complaint does not have merit. If the Auditing Official determines the complaint has no merit, the Auditing Official can dismiss the complaint. If the Auditing Official concludes that an improper governmental action has taken place or concludes the applicable department/elected office, board member, or supervisory officials have hindered the Auditing Official's investigation, the Auditing Official shall notify in writing the Kendall County Board Chairman and any other individual or entity the Auditing Official deems necessary in the circumstances. If the Auditing Official deems it appropriate, the Auditing Official may transfer a report of improper governmental action to the Kendall County State's Attorney or local law enforcement agency for further investigation.

REMEDIES:

In the event the Auditing Official determines the complaint has merit, the Auditing Official has the authority to exercise any or all remedies as set forth in Section 4.1 of the Public Officers Prohibited Activities Act. Such remedies can include, but are not limited to the following:

reinstatement, reimbursement for lost wages or expenses incurred, promotion, and/or providing some other form of restitution to the complainant who was subjected to retaliation in violation of this Policy.

Any person who engages in any violation of Section 4.1 of the Public Officer Prohibited Activities Act may also be subject to a monetary fine of no less than \$500 and no more than \$5,000 per violation; appropriate employment action (including, but not limited to suspension without pay, demotion, or discharge), civil or criminal prosecution, or any combination of these penalties.

DISTRIBUTION OF THIS POLICY

The County shall provide a copy of this Policy to every employee upon commencement of employment and on an annual basis thereafter to ensure employees understand their rights and the process in which they can report retaliation pursuant to this Policy.

ACKNOWLEDGEMENT OF RECEIPT

By signing my name below, I hereby acknowledge receipt of the Whistleblower Reporting and Anti-Retaliation Policy set forth in Section 3.8 of the Kendall County Employee Handbook. By signing my name below, I affirm that I have read and agree to abide by all provisions set forth in this Policy.

Printed Name: _____

Date: _____

Signature: _____

DRAFT

| Kendall County Clerk | | | | |
|---|--------------------------------------|-----------------------|-----------------------|-----------------------|
| Revenue Report | | 1/1/22-1/31/22 | 1/1/21-1/31/21 | 1/1/20-1/31/20 |
| | | | | |
| | Fund | | | |
| CLKFEE | County Clerk Fees | \$1,018.00 | \$1,254.00 | \$719.00 |
| MARFEE | County Clerk Fees - Marriage License | \$750.00 | \$810.00 | \$660.00 |
| CIVFEE | County Clerk Fees - Civil Union | \$30.00 | \$0.00 | \$30.00 |
| ASSUME | County Clerk Fees - Assumed Name | \$60.00 | \$80.00 | \$40.00 |
| CRTCOP | County Clerk Fees - Certified Copy | \$1,948.00 | \$1,898.00 | \$1,478.00 |
| NOTARY | County Clerk Fees - Notary | \$240.00 | \$425.00 | \$300.00 |
| MISINC | County Clerk Fees - Misc | \$109.00 | \$263.00 | \$60.00 |
| | County Clerk Fees - Misc Total | \$2,357.00 | \$2,666.00 | \$1,878.00 |
| RECFEE | County Clerk Fees - Recording | \$35,116.00 | \$42,268.00 | \$25,008.00 |
| | Total County Clerk Fees | \$39,271.00 | \$46,998.00 | \$28,295.00 |
| CTYREV | County Revenue | \$61,862.00 | \$41,157.25 | \$26,196.50 |
| DCSTOR | Doc Storage | \$20,602.00 | \$24,789.00 | \$14,516.00 |
| GISMAP | GIS Mapping | \$65,280.00 | \$78,450.00 | \$45,990.00 |
| GISRCD | GIS Recording | \$4,352.00 | \$5,230.00 | \$3,066.00 |
| INTRST | Interest | \$36.86 | \$41.39 | \$25.96 |
| RECMIS | Recorder's Misc | \$993.00 | \$6,518.00 | \$4,202.25 |
| RHSP | RHSP/Housing Surcharge | \$18,324.00 | \$22,572.00 | \$12,942.00 |
| TAXCRT | Tax Certificate Fee | \$1,440.00 | \$1,720.00 | \$1,160.00 |
| TAXFEE | Tax Sale Fees | \$1,030.00 | \$1,030.00 | \$940.00 |
| PSTFEE | Postage Fees | \$733.00 | \$718.58 | \$642.35 |
| | | | | |
| CK # 19383 | To KC Treasurer | \$213,923.86 | \$229,224.22 | \$137,976.06 |
| | | | | |
| Death Certificate Surcharge sent from Clerk's office \$1832.00 ck # 19381 | | | | |
| Dom Viol Fund sent from Clerk's office \$130.00 ck # 19382 | | | | |

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 TWO MONTHS ENDED 01/31/2022

| <u>REVENUES*</u> | Annual <u>Budget</u> | 2022 YTD <u>Actual</u> | 2022 YTD% <u>%</u> | 2021 YTD <u>Actual</u> | 2021 YTD <u>%</u> |
|---------------------------------|-------------------------|---------------------------|-----------------------|---------------------------|----------------------|
| Personal Property Repl. Tax | \$465,000 | \$134,211 | 28.86% | \$80,755 | 20.71% |
| State Income Tax | \$2,574,336 | \$348,315 | 13.53% | \$432,777 | 18.82% |
| Local Use Tax | \$950,000 | \$0 | 0.00% | \$193,890 | 21.54% |
| State Sales Tax | \$583,000 | \$0 | 0.00% | \$94,275 | 17.79% |
| County Clerk Fees | \$350,000 | \$40,670 | 11.62% | \$99,457 | 30.60% |
| Circuit Clerk Fees | \$1,250,000 | \$97,715 | 7.82% | \$189,906 | 15.57% |
| Fines & Foreits/St Atty. | \$275,000 | \$21,067 | 7.66% | \$35,069 | 12.75% |
| Building and Zoning | \$75,000 | \$17,695 | 23.59% | \$10,657 | 15.67% |
| Interest Income | \$40,000 | \$4,060 | 10.15% | \$2,801 | 2.80% |
| Health Insurance - Empl. Ded. | \$1,588,649 | \$83,760 | 5.27% | \$119,025 | 8.11% |
| 1/4 Cent Sales Tax | \$3,228,750 | \$0 | 0.00% | \$554,184 | 18.02% |
| County Real Estate Transf Tax | \$450,000 | \$57,280 | 12.73% | \$91,005 | 20.22% |
| Federal Inmate Revenue | \$1,898,000 | \$166,320 | 8.76% | \$358,800 | 17.55% |
| Sheriff Fees | \$115,000 | \$12,122 | 10.54% | \$11,223 | 8.02% |
| TOTALS | \$13,842,735 | \$983,214 | 7.10% | \$2,273,823 | 17.12% |
| Public Safety Sales Tax | \$5,512,500 | \$0 | 0.00% | \$946,419 | 18.03% |
| Transportation Sales Tax | \$6,000,000 | \$0 | 0.00% | \$946,419 | 18.03% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 2 months the revenue and expense should at 16.66%

EXPENDITURES

All General Fund Offices/Categories

| | | | | |
|---------------------|--------------------|--------------|--------------------|---------------|
| \$30,023,573 | \$2,817,680 | 9.38% | \$4,958,952 | 15.99% |
|---------------------|--------------------|--------------|--------------------|---------------|

Kendall County Circuit Clerk Report

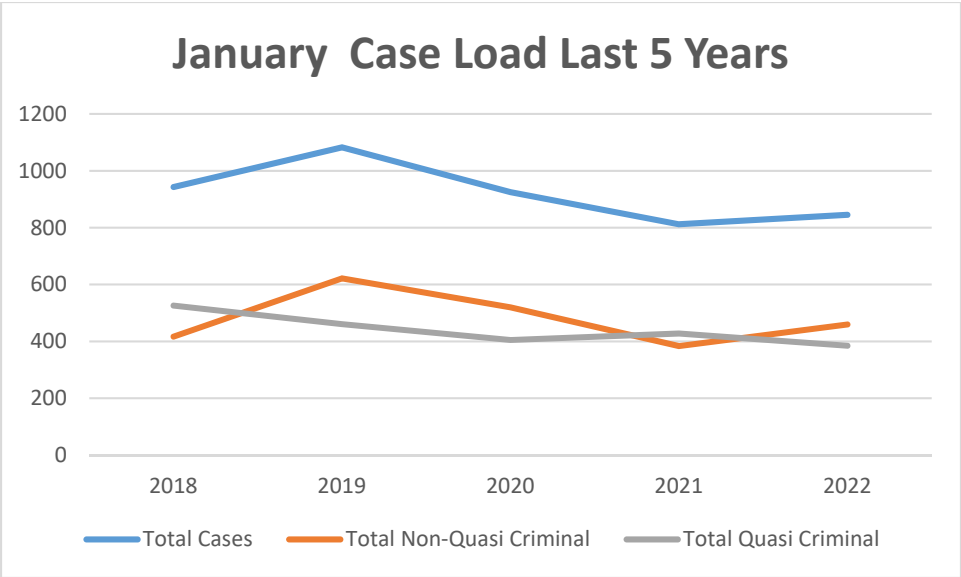
January Update: In the month of January, the Circuit Clerks Office is implementing the new Manual of Recordkeeping changes and undertaking a corresponding reorganization, along with updates to eFileIL. We had one Supervisor leave, and hired 2 new employees for vacancies. We anticipate a further two vacancies in February due to retirements and employees moving on to new Jobs. We continue to post an open job listing.

Judicial Case Statistics

| | | JAN |
|----|------------------------------|------------|
| AD | Adoption | 1 |
| CA | Court Administration | 1 |
| CC | Contempt of Court | 2 |
| CF | Criminal Felony | 54 |
| CH | Chancery | 1 |
| CL | Civil Law Violation | 1 |
| CM | Criminal Misdemeanor | 18 |
| CV | Conservation Violation | 1 |
| DC | Dissolution with Children | 22 |
| DN | Dissolution without Children | 13 |
| DT | DUI | 24 |
| DV | Domestic Violence | 18 |
| ED | Eminent Domain | 0 |
| EV | Eviction | 24 |
| FA | Family | 12 |
| FC | Foreclosure | 12 |
| GC | Government Corporation | 0 |
| GR | Guardianship | 9 |
| JV | Juvenile | 0 |
| JA | Juvenile Abuse/Neglect | 5 |
| JD | Juvenile Delinquency | 8 |
| LA | Law | 6 |
| LM | Law Magistrate | 24 |
| MH | Mental Health | 2 |
| MR | Misc. Remedy | 7 |
| MT | Major Traffic | 105 |
| MX | Misc. Criminal | 20 |
| OP | Order of Protection | 20 |
| OV | Ordinance Violation | 2 |
| PR | Probate | 13 |
| SC | Small Claims | 114 |
| TR | Traffic | 276 |
| TX | Tax | 6 |
| QC | Quasi-Criminal | 0 |
| WI | Wills | 22 |
| XX | Misc | 2 |
| | | 845 |

2021

683



Office of the Kendall County Coroner

**Monthly Report
January 2022**

January 03, 2022 - Deputy Coroner out on medical leave through mid-February

January 25, 2022 - Paty Monarrez resigned from her position as Deputy Coroner to accept a full-time position at an out-of-state medical examiner's office.

January 26, 2022 - Chief Deputy Gotte provided new recruit training for the Kendall County Sheriff's Office.

| Deaths Report to the M.E. | | Deaths Investigations | |
|---------------------------|----|-----------------------|----|
| January 2022 | 46 | January 2022 | 11 |
| YTD | 46 | YTD | 11 |

| MEI Scene Investigations | | Postmortem Examinations | |
|--------------------------|---|-------------------------|---|
| January 2022 | 7 | January 2022 | 5 |
| YTD | 7 | YTD | 5 |

| Manner of Death | | | | | | |
|-----------------|---------|----------|---------|----------|---------------|---------|
| | Natural | Accident | Suicide | Homicide | Indeterminate | Pending |
| January 2022 | 40 | 0 | 1 | 0 | 0 | 5 |
| YTD | 40 | 0 | 1 | 0 | 0 | 5 |

| Cremation Permits Issued | |
|--------------------------|----|
| January 2022 | 24 |
| YTD | 24 |

| Case Number | MOD | COD | DOB | DOD | Autopsy | Scene |
|-------------|---------|---------------------------|------------|------------|------------|-------|
| 2022-0001 | Natural | Dementia-Alzheimers | 11-05-1934 | 01-02-2022 | None | No |
| 2022-0002 | Natural | Infection-COVID-19 | 09-09-1968 | 01-03-2022 | None | No |
| 2022-0003 | Suicide | Gun-Pistol | 01-28-1980 | 01-05-2022 | Toxicology | Yes |
| 2022-0004 | Natural | Cardiac | 06-18-1923 | 01-05-2022 | None | No |
| 2022-0005 | Natural | Nervous System-Hemorrhage | 06-24-1944 | 01-06-2022 | None | No |
| 2022-0006 | Natural | Dementia-Alzheimers | 06-04-1940 | 01-07-2022 | None | No |
| 2022-0007 | Natural | Pulmonary | 03-23-1950 | 01-07-2022 | None | No |
| 2022-0008 | Pending | | 02-11-1978 | 01-08-2022 | Full | Yes |
| 2022-0009 | Natural | Dementia-Alzheimers | 07-21-1929 | 01-08-2022 | None | No |
| 2022-0010 | Natural | Nervous System- Stroke | 10-05-1939 | 01-09-2022 | None | No |
| 2022-0011 | Natural | Neoplasm | 02-20-1941 | 01-09-2022 | None | No |
| 2022-0012 | Natural | Cardiac-Infarct NOS | 12-20-1946 | 01-11-2022 | None | No |
| 2022-0013 | Natural | Neoplasm | 12-13-1943 | 01-11-2022 | None | No |
| 2022-0014 | Natural | Cardiac-Hypertension | 03-02-1948 | 01-11-2022 | None | No |
| 2022-0015 | Pending | | 12-10-2001 | 01-13-2022 | Full | Yes |
| 2022-0016 | Pending | | 11-07-1988 | 01-13-2022 | Full | Yes |
| 2022-0017 | Natural | Neoplasm | 10-20-1942 | 01-14-2022 | None | No |
| 2022-0018 | Natural | Pulmonary | 12-01-1948 | 01-14-2022 | None | No |
| 2022-0019 | Pending | | 08-10-1964 | 01-15-2022 | Full | Yes |
| 2022-0020 | Natural | Cirrhosis | 11-12-1963 | 01-15-2022 | None | No |
| 2022-0021 | Natural | Infection-COVID-19 | 01-26-1934 | 01-17-2022 | None | No |
| 2022-0022 | Natural | Cardiac-Infarct NOS | 06-29-1953 | 01-17-2022 | None | No |
| 2022-0023 | Natural | Cardiac | 03-14-1956 | 01-17-2022 | None | No |
| 2022-0024 | Natural | Dementia-NOS | 09-13-1931 | 01-17-2022 | None | No |
| 2022-0025 | Natural | Renal Disease | 11-11-1933 | 01-18-2022 | None | No |
| 2022-0026 | Natural | Nervous System | 03-31-1942 | 01-19-2022 | None | No |
| 2022-0027 | Natural | Nervous System | 09-03-1939 | 01-19-2022 | None | No |
| 2022-0028 | Natural | Dementia-NOS | 01-27-1955 | 01-20-2022 | None | No |
| 2022-0029 | Natural | Cardiac-Infarct NOS | 02-03-1938 | 01-20-2022 | None | No |
| 2022-0030 | Natural | Dementia-Alzheimers | 01-06-1930 | 01-20-2022 | None | No |
| 2022-0031 | Natural | Pulmonary | 11-30-1950 | 01-20-2022 | None | No |
| 2022-0032 | Natural | Cardiac-ASCVD-IHD | 06-19-1949 | 01-21-2022 | None | Yes |
| 2022-0033 | Natural | Neoplasm | 06-14-1958 | 01-21-2022 | None | No |
| 2022-0034 | Natural | Infection-COVID-19 | 04-01-1945 | 01-23-2022 | None | No |
| 2022-0035 | Pending | | 03-02-1983 | 01-23-2022 | Full | Yes |
| 2022-0036 | Natural | Renal Disease | 07-30-1931 | 01-25-2022 | None | No |

| Case Number | MOD | COD | DOB | DOD | Autopsy | Scene |
|-------------|---------|---------------------|------------|------------|---------|-------|
| 2022-0037 | Natural | Cardiac | 06-13-1958 | 01-26-2022 | None | No |
| 2022-0038 | Natural | Cardiac | 08-04-1928 | 01-27-2022 | None | No |
| 2022-0039 | Natural | Neoplasm | 08-06-1935 | 01-28-2022 | None | No |
| 2022-0040 | Natural | Cardiac | 10-29-1938 | 01-28-2022 | None | No |
| 2022-0041 | Natural | Infection-COVID-19 | 05-30-1923 | 01-29-2022 | None | No |
| 2022-0042 | Natural | Pulmonary-COPD | 03-15-1937 | 01-29-2022 | None | No |
| 2022-0043 | Natural | Neoplasm | 01-23-1937 | 01-30-2022 | None | No |
| 2022-0044 | Natural | Cardiac | 01-25-1924 | 01-31-2022 | None | No |
| 2022-0045 | Natural | Nonspecific Natural | 09-27-1948 | 01-31-2022 | None | No |
| 2022-0046 | Natural | Cardiac | 07-18-1924 | 01-31-2022 | None | No |

Small Business Sector

ARPA Policy and Procedures for Survey Monkey Applications:

Policy

The Kendall County Board has created a grant program that responds to the negative economic impacts of the COVID-19 public health emergency by providing assistance to small businesses, as defined below, that serve the residents of Kendall County. This grant program is funded from the American Rescue Plan Act of 2021. Grant Request is the lost revenue from 2019 to 2020 with a cap of 25% of 2019 revenue or \$25,000 whichever is lowest. Eligible applicants may fill out an application via <https://kendallcounty.smapply.io/>.

1.1. Eligibility:

- 1.1.1. Must have fewer than 50 employees as the time of application and at the time of grant approval by the Board and be a small business concern as defined in section 3 of the Small Business Act
- 1.1.2. Must have operated in 2019 and 2020
- 1.1.3. Must have submitted returns for 2019 and 2020
- 1.1.4. Must be located in Kendall County
- 1.1.5. Must be currently open
- 1.1.6. Must have experienced financial hardship, as determined by a loss of revenue from 2019 to 2020, due to the COVID-19 Pandemic

1.3 Other Qualifications:

- 1.3.1 No outstanding judgments or involuntary liens against the business or its owners.
- 1.3.2 Neither the business nor its owners may be the debtor in a pending bankruptcy.
- 1.3.3 No outstanding debt to the county for property taxes, court fees, planning fees, permit fees, etc.
- 1.3.4 At all times through the term of the grant agreement, the business possesses any required licenses for its type of business and is legally authorized to conduct business in Illinois and in Kendall County
- 1.3.5 Must spend grant funds within 6 months of the receipt.
- 1.3.6 Cannot seek a grant for expenses that have been reimbursed through another assistance program.
- 1.3.7 In order to ensure compliance with the Public Officer Prohibited Activities Act (50 ILCS 105/3) and 2 CFR 200.318(c), no Kendall County elected or appointed office-holder may have a direct or indirect financial interest in the business and no Kendall County employee, officer, or agent may participate in the selection, award, or administration of a grant if they have a real or apparent conflict of interest

Our Questions from Survey Monkey

- Please provide more information about how your business was impacted by the COVID pandemic:
- Did you need to change how you did business during the pandemic?
- Hours of operations

Small Business Sector

- Number of employees laid off during COVID pandemic
- Number of employees currently and pre-pandemic
- Organizational structure (corporation, partnership, LLC, sole proprietorship, etc.)
- If partnership, names and addresses of all partners.
- If LLC, names and addresses of all members and the LLC's registered agent.
- If corporation, legal names and home/business addresses of all shareholders and the corporation's registered agent.
- If the business is operating under an assumed name, the legal name and home/business address of the owner. (If they are operating under an assumed name, the County Clerk should have a record of it that county admin can verify.)
- Does the business operate under a franchise, licensing agreement, or similar arrangement?
- Have you received assistance from another COVID-19 relief program?
- How will you spend any grant awarded?

Procedure

1. Grantee fill out Small Business Grant Program Application on Survey Monkey
 - a. Provides the following information:
 - Business Information
 1. Name, Address, Owner, Description, EIN, Industry, product/Services Provided, Purpose, Number of employees, Hours of operations
 - Received and Grant of COVID relief
 - Business experience during COVID
 - 2019 and 2020 Total Revenue
 1. Documentation: Quick Book Reports, Bank Statements, Tax Forms
 - Grant Request Table
 - How funds will be used due to COVID
2. Staff Review Verifies:
 - Verify they are a business in good standing with the state of IL or County Clerk's Office
 - Application is fully filled out
 - Verify the business is physically located in Kendall County
 - Verify 2019 and 2020 revenue numbers
 - Grant request is loss of revenue from 2019 to 2020, capped at 25% of 2019 revenue up to a maximum grant amount of \$25,000
 - Verify they do not have outstanding judgments, involuntary liens, bankruptcy.
 - Verify they do not owe fines, fees, and/or taxes to Kendall County
 1. Staff will send out email to one person in each department and get confirmation that the business is in good standing for each department
3. Staff Options:
 - a. Denied

Small Business Sector

- b. Additional Questions- staff will fill out what other information is needed from grantee and have them input/correct ARPA Small Business Grant Program
 - c. Approve- meets all qualifications will be sent to Committee, prepares application and summary report
 - Staff will fill out the contract for each application and send Legal Agreement to States Attorney's office for review
 - i. Emails accounts payable to get vendor number
 - ii. Fills out master excel spreadsheet
 - iii. Prepare the necessary ARPA Application External Document
- *All three responses will generate an email sent back to the applicant
4. Committee will review the Small Business Grant Program Application
 - a. Denied
 - b. Additional Questions- Small Business Grant Program Application will be sent back to staff review
 - Staff will email grantee for more information
 - c. Approve – will be sent on to County Board for final approval
 - Will need to obtain approved legal agreements from States Attorney's office
 5. County Board receives applications approved from Committee Review
 - a. Denied
 - b. Additional Questions- will get sent back to staff review repeats steps 3&4
 - c. Approves
 - Head Chairman signs the contract, gives contract back to administration
 6. Administration Department
 - a. Sends the ARPA Application External Document to Treasurer for input of invoice
 7. Treasurer Office
 - a. Enters invoice information into Tyler Munis
 - b. Once entered lets Administration Department know the invoice is ready to be approved
 8. Administration Department
 - a. Approves invoice entered by Treasurer Office
 - b. The following Wednesday after County Board accounts payable cuts the ARPA checks and gives to Administration
 - c. Gathers check and necessary documentation
 - d. Emails resident they were approved and the check is ready to be picked up
 9. Resident and staff meet they sign the contract
 - a. Grantee signs contract in front of staff
 - b. Administration once contract is signed makes a copy, then gives copy to grantee
 10. Administration
 - a. Gathers all documentation scans into folder and files
 - Three months after the grantee receives the money staff will reach out to see how much has been spent and if they have any documentation
 - After six months gathers documentation on how the Small Business spent the ARPA grant money. Adds documentation to the current scans and adds to files

Small Business Sector

| | | |
|--|-----------------------------------|--|
| Committee Review Dates: 1/13/22 1/27/22 | County Board Dates: 1/18/22 | Dates Resident Can Pick Up Check: 1/26/22 |
|--|-----------------------------------|--|

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

1. Recitals

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

2. County's Obligations

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

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

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

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

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

3. Grantee's Obligations

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

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

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

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

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- l. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- m. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Interim Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
 - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
 - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in

Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
- v. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- n. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- o. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that

is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

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

4. Assignment

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

5. Non-appropriation

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

6. Remedies

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

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

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

7. Indemnity

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

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

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

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement or Grantee's grant application (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

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

8. Notice

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

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

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

If to Grantee:

INSERT NAME OF CONTACT PERSON

INSERT CONTACT INFORMATION

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

9. Venue, Legal Action, and Severability

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

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

10. Execution of Agreement

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

11. Entire Agreement

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

12. Relationship of the Parties

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

13. Conflict of Interest

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

14. Waiver

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

15. Termination

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

16. Authority

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

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

KENDALL COUNTY, ILLINOIS

INSERT NAME OF GRANTEE

Scott Gryder
Kendall County Board Chair

NAME
JOB TITLE

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____

Date: _____

Date: _____