

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

Kendall County Historic Courthouse, 109 W Ridge St, Yorkville IL 60560

Tuesday, January 18, 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
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from December 30, 2021
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$1,475,736.50
 - D. Approve 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. Approval of 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. Approval of 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
 - G. Kendall County Historic Preservation Commission Certified Local Government Annual Report (Excluding Meeting Minutes)
8. Old Business
9. New Business
10. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
11. Standing Committee Reports
 - A. Facilities
 1. Approval of a Request for qualifications for a Professional Design & Engineering Needs Assessment for Kendall County
 - B. Planning, Building & Zoning
 1. Approval 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
 - C. Finance
 1. Approval of the IL Department of Revenue Reciprocal Tax Agreement
 2. Approval of Kendall Area Transit Grant Audits: IL Downstate Operating Assistance (DOAP) Grant; Section 5311 Grant; Coronavirus Aid, Relief, and Economic Security Act (Cares) Grant
 - D. Highway
 1. Approve 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
 2. 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
 3. Approve 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
 - E. Economic Development
 1. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Pilot Services for the amount of \$25,000
 2. Approval of 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

3. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Direct Sign Systems for the amount of \$25,000
4. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with ANK Hospitality LLC of Illinois for the amount of \$25,000
5. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Silver Dollar Restaurant for the amount of \$25,000
6. Approval of 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
7. Approval of 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
8. Approval of 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
9. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Quick Signs, Inc. for the amount of \$23,500
10. Approval of 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
12. Special Committee Reports
13. Other Business
14. Chairman's Report

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

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
SPECIAL MEETING
December 30, 2021**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building 111 W Fox St, in the City of Yorkville on Monday, December 30, 2021 at 4:00 pm. Members present: Chairman Scott Gryder, Amy Cesich, Brian DeBolt, Elizabeth Flowers (arrived 4:08 pm), Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, and Ruben Rodriguez. Member(s) absent: Robyn Vickers.

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

THE AGENDA

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

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** county board minutes from November 16, 2021; **B)** standing committee minutes; **C)** Approval of the State’s Attorney Appellate Prosecutor Resolution for Fiscal Year 2022 (December 1, 2021 to November 30, 2022) and authorization of payment for services in the amount not to exceed \$36,000.00; **D)** Authorize to purchase portable radios in an amount not to exceed \$42,253.14; **E)** Annual Certification of IPRA-Dresden (Illinois Plan for Radiological Accidents); **F)** Approve Ordinance Decreasing County Law Library Fund Fees and Amending the Circuit Clerk Fees Schedule in Accordance Therewith. Member Gengler seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

- C) A complete copy of Resolution 21-47 is available in the Office of the County Clerk.
- F) A complete copy of Ordinance 21-35 is available in the Office of the County Clerk.

OLD BUSINESS

Opioid Allocation Agreement

Member Cesich moved to approve the Illinois Opioid Allocation Agreement with the Illinois Attorney General. Member Kellogg 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 21-30 is available in the Office of the County Clerk.

Back-Stop Agreement

Member Cesich moved to approve the Opioid Back Stop Agreement with Meyers & Flowers and Simmons Hanly Conroy. Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Opioid Settlement

Member DeBolt moved to approve the Settlement Participation Form for the multi-state opioid settlement with Johnson & Johnson (Janssen). Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Opioid Distributor Settlement

Member Cesich moved to approve the Settlement Participation Form for the multi-state opioid distributor settlement with McKesson, Cardinal Health, and Amerisource Bergen. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Highway

Low Bidders

Member DeBolt moved to approve the Resolution approving low bidders from the December 3, 2021 bid opening. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 21-48 is available in the Office of the County Clerk.

Bulk Rock Salt

Member Koukol moved to approve a Resolution for Maintenance Under the Illinois Highway Code appropriating \$400,000 for the purchase of bulk rock salt and general maintenance of highways. Member Rodriguez 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 21-49 is available in the Office of the County Clerk

Phase III Engineering

Member Koukol moved to approve Phase III Engineering Services Agreement with Hutchison Engineering, Inc. in the amount of \$176,547 for the intersection of Ridge Road and U.S. Route 52; said funds to be taken from the Transportation Sales Tax Fund. 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 21-31 is available in the Office of the County Clerk

Phase I & II Preliminary Engineering

Member Cesich moved to approve Phase I and II Preliminary Engineering Services Agreement with Hutchison Engineering, Inc. in an amount not to exceed \$323,400 for replacement of bridge structure 047-3011 on Ridge Road south of U.S. Route 52; said funds to be taken from the Transportation Sales Tax Fund. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 21-32 is available in the Office of the County Clerk

ADJOURNMENT

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

Approved and submitted this 5th day of January, 2022.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

HIGHWAY COMMITTEE MINUTES

DATE: January 11, 2022
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Matt Kellogg, Brian DeBolt & Scott Gengler
STAFF PRESENT: Michele Riley and Francis Klaas
ALSO PRESENT: Ryan Sikes and PJ Fitzpatrick

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

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

Motion DeBolt; second Gengler, to approve the Highway Committee meeting minutes from December 14, 2021. Motion approved unanimously.

Motion Kellogg; second DeBolt to recommend approval of a 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. Gryder indicated that WHA has inspected bridges for the County over the past several years and has done a good job. By roll call vote, motion approved unanimously.

Motion DeBolt; second Gengler to recommend approval of a 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. Klaas described the project as being in line with the county goal to have county highways start and stop at other county highways or state highways. This easterly mile of Fox Road is under the jurisdiction of the City of Yorkville; but after improvement by the County, will then be considered a county highway. This project is similar to other projects completed in the Village of Newark, Village of Millington, and the City of Plano. Yorkville and Kendall County have been discussing this project for years. The proposed project will be governed by an IGA, which is being drafted by the SAO at this time. DeBolt asked what specific improvements would be included in the project. Klaas stated that it would include asphalt safety shoulders, resurfacing, a small amount of curb & gutter, as well as sidewalks that would connect White Oak Way to Morgan Street. Gengler asked if the sidewalk terminates at White Oak Way. Klaas said that it did because there was no good way to extend the sidewalk westerly to Rivers Edge Subdivision, even though some day that should happen. By roll call vote, motion approved unanimously.

Motion Kellogg; second Gengler to recommend approval of a 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. Gryder reminded the committee that this effort is the beginning of converting Ridge Road to 4-lanes. He also indicated that Hutchison Engineering has been doing other work for the County in this Ridge Road area. Klaas noted that the dollars involved with this project are large; but that there will be extensive work required to get the Phase I Engineering completed over multiple years. He stated that Ridge Road is a really busy corridor. Currently, Ridge Road has almost twice as much

traffic as U.S. Rte. 52 at that intersection. He compared the proposed work effort to the Phase I effort required for the Collins Road Extension project in Oswego. Gengler asked how soon the engineering could get started. Klaas stated that it could begin immediately after Board approval of the agreement. By roll call vote, motion approved unanimously.

Under Chairman's Report, Gryder reported on the recent meeting between Kendall County and the Village of Oswego regarding land acquisition for the Collins Road Extension project. Kendall was seeking assistance from the Village in regard to some of the potential development properties along the corridor. The Village indicated that they would engage these properties and land owners to help get the necessary right-of-way for the project. Another meeting is scheduled in 2 weeks to continue discussions.

During the course of the prior meeting, Village of Oswego had requested an update on County efforts to improve the intersection of Plainfield Road and Woolley Road. Gryder had told the Village that the County was going to study the entire segment of Plainfield Road, from Grove Road to Collins Road, which includes the intersection of concern. Preliminary engineering, land acquisition, and construction is all currently programmed in the 5-Year Plan for this project. Klaas indicated that he will be bringing a preliminary engineering services agreement to the Highway Committee within the next 60 days to get started on this project.

Gryder continued his report with his recent meeting with the Mayor of Morris to talk about planning issues. They discussed some of the issues along the Route 47 corridor, and reported that Morris has water and sewer facilities installed within just 1 mile of the County's southern border. They discussed zoning issues, possible TIF Districts, and had a general conversation about matters of common concern. He directed the County Engineer to try to set up a meeting with the Grundy County Highway Committee, as has been done in the past.

Under other business, DeBolt reported that he has had nothing but good reports from local residents about the blinker stop signs recently installed at a couple intersections in the County. He also indicated that, in a recent conversation with the Sheriff, there may be some other potential intersections where the blinker signs would do some good. He was going to coordinate with the Sheriff and bring that information back to committee. Kellogg asked about the durability of these types of signs. Klaas indicated that the signs recently purchased were built by TAPCO, and are the standard of the industry. He thinks they are pretty reliable and we should be able to get between 5 and 10 years of service. Gengler asked about the cost of each sign. Klaas stated that they cost about \$1,700 each. Committee discussed some of the various stop sign installations around the county, and various traffic control elements.

Kellogg provided update on the status of the multi-use path construction and maintenance along Route 71, from Ill. Rte. 126 to Orchard Road. He indicated that Forest Preserve, City of Yorkville and Village of Oswego will be discussing an IGA to determine long term maintenance for this trail. The IGA would hopefully include language that would provide for municipal takeover of the trail as properties are annexed into those municipalities. Might also be a 20-year sunset on Forest Preserve maintenance based on percentage of trail left in the unincorporated area. He also indicated that there has been renewed interest about the possibility of changing the rules for TAP funds, and using them for long term maintenance of trails.

Motion DeBolt; second Kellogg, to forward Highway Department bills for the month of January in the amount of \$199,181.04 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Gengler; second Kellogg, to adjourn the meeting at 3:51 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. 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
2. 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
3. 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

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, January 10, 2022
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Robyn Vickers at 8:30a.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Robyn Vickers	Here		
Ruben Rodriguez		8:34a.m.	
Elizabeth Flowers	ABSENT		
Scott Gengler	Here		
Judy Gilmour	Here		

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

OTHERS PRESENT: RaeAnn VanGundy, Health Department

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

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

STATUS REPORTS

- **Board of Health** – No report
- **Health Department** – Executive Director VanGundy explained that Radon is a naturally-occurring radioactive gas that is the second leading cause of lung cancer deaths in the United States. Ms. VanGundy stated that Radon is very high in Kendall County, and that Test Kits are available for a minimal cost in the Health Department.

Ms. VanGundy provided a Covid update for the committee, stating that they have wonderful volunteers that are assisting with the vaccine registration through the Health Department, but more volunteers are always welcome. The Health Department continues to provide appointments for Covid vaccination1, 2 and the Booster vaccine for adults, as well as and also Pediatric vaccines for ages 5-11.

Discussion on the need for additional nurses to administer vaccines, and staff that could focus primarily on the Covid pandemic. Member Gengler mentioned that the American Rescue Act Plan funds were designed for this type of situation. Ms. VanGundy stated that the Health

Department would be excited to search for a nurse to fill that type of position. Ms. VanGundy will reach out to Mr. Koeppel in Administration and discuss this much needed possibility.

- **Kendall County Soil and Water District** – Ms. Olson sent an email stating that the SWCD will have elections on Monday, January 10th from 7am – 5pm for their Board Vice Chair position in their office building. There are no new nominees, but they are excited to announce that Deanna Bazan is running for reelection. The SWCD will also hold its annual meeting tonight at 6:00p.m. via Zoom.

Ms. Beauchamp reports that the January and February Ag in the Classroom lesson is on Fiber & Fabrics. Ms. Beauchamp visited a local sheep farm where she obtained footage including an interview with the sheep farmer to share with the students. The students will examine and observe different fibers and will actually get to spin wool into yarn as part of the lesson.

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

OLD BUSINESS – None

NEW BUSINESS - None

CHAIRMAN’S REPORT – None

PUBLIC COMMENT – None

ITEMS FOR COMMITTEE OF THE WHOLE – None

COUNTY BOARD ACTION ITEMS – None

EXECUTIVE SESSION – Not Needed

ADJOURNMENT – Member Rodriguez made a motion to adjourn the meeting, second by Member Gilmour. **With four members present in agreement, the motion carried 4-0, and the meeting ended at 8:55a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 and 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of January 10, 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), Dan Koukol, and Robyn Vickers

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner)

APPROVAL OF AGENDA

Member Koukol made a motion, seconded by Member Vickers, to approve the agenda as presented. With a voice vote of five (5) ayes, the motion carried.

APPROVAL OF MINUTES

Member Vickers made a motion, seconded by Member Flowers, to approve the minutes of the December 14, 2021, meeting. With a voice vote of five (5) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the expenditure report from December 2021.

PETITIONS

Petition 21-37 Kendall County Planning, Building and Zoning Committee

Mr. Asselmeier summarized the request.

Earlier in 2021, the Illinois General Assembly passed and the Governor signed Public Act 102-0180 (formerly House Bill 0633) also known as the Garden Act.

The Garden Act allows people to plant vegetable gardens as the primary use on residential pieces of property. Further, no county in Illinois can prevent people from using residential property for the purpose of vegetable gardens. The Garden Act became effective January 1, 2022. A copy of Public Act 102-0180 was provided.

Presently, farming is a permitted use on A-1, RPD-1, RPD-2, and RPD-3 zoned property in unincorporated Kendall County.

Also, per Section 4:05.B of the Kendall County Zoning Ordinance, gardens may encroach up to all property lines.

At their meeting on September 13, 2021, the Kendall County Planning, Building and Zoning Committee voted to initiate text amendments to the Zoning Ordinance to allow vegetable gardening as a primary use on R-1, R-2, R-3, R-4, R-5, R-6, and R-7 zoned property, allow roadside stands selling agricultural products grown on the premises in the same residential zoning districts, and to restrict gardens from forty foot (40') sight triangles where two (2) public streets meet. Roadside stands must be setback at least ten feet (10') from the nearest right-of-way.

Below please find the original redlined version of the proposal:

8:02.A Permitted Uses in the R-1

5. Lands and buildings used for horticulture or farm purposes **including vegetable gardens as defined by the Garden Act.**

8:06.A Permitted Uses in the R-2

1. Any permitted use in the R-1 One-Family Estate Residence District, Section 8:02.A except:

a. Lands and buildings used for horticultural or farm purposes, **not including vegetable gardens as defined by the Garden Act and roadside stands following the setback requirements in Section 8:02.A**

~~b. Roadside stands for the display, sale or offering for sale of agricultural products grown or produced on the property, and~~

~~e. b.~~ Farm-type animals shall be prohibited in the R-2 District with the exception of chickens.

8:07.A Permitted Uses in the R-3

1. Any permitted use in the R-1 One-Family Estate Residence District, Section 8:02.A except:

a. Lands and buildings used for horticultural or farm purposes, **not including vegetable gardens as defined by the Garden Act and roadside stands following the setback requirements in Section 8:02.A**

~~b. Roadside stands for the display, sale or offering for sale of agricultural products grown or produced on the property, and~~

~~e. b.~~ Farm-type animals shall be prohibited in the R-3 District with the exception of chickens.

8:08.A Permitted Uses in the R-4, R-5, R-6, and R-7 Districts

6. Roadside stands for the display, sale or offering for sale of agricultural products grown or produced on the property, provided that the stands and produce on display are located ten feet (10') back from the nearest right-of-way line.

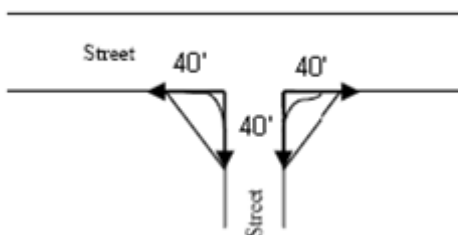
7. Vegetable Gardens as defined by the Garden Act.

Remaining Permitted Uses to be Renumbered.

Amendment to Appendix 9, Table of Uses to reflect the addition of Vegetable Gardens and Roadside Stands as Permitted Use in all Residential Zoning Districts.

Section 11:02.F.11 should be clarified as follows regarding sight triangles:

11. Landscape sight triangle. No landscaping including berms **and vegetable gardens as defined by the Garden Act** shall be planted within a forty foot (40') sight triangle measured at the intersection of two public streets.



Petition information was emailed to the townships on September 22, 2021. To date, only the Na-Au-Say Township Planning Commission has reviewed this proposal and they unanimously recommended approval.

ZPAC reviewed this proposal at their meeting on October 5, 2021. Discussion centered on the State imposing new regulations. ZPAC recommended approval of the proposal by a vote of seven (7) in favor, zero (0) in opposition, and one (1) present with two (2) members absent. The minutes were provided.

At the October 27, 2021, Kendall County Regional Planning Commission meeting, the consensus of the Commission was to establish a setback larger than ten feet (10') in the front yards and side yards of corner lots for Boulder Hill. The minutes were provided.

The Kendall County Zoning Board of Appeals started their review of the proposal on November 1, 2021. The discussion centered on increased traffic. They noted that existing garage sales, which are not regulated, caused additional traffic and parking issues. The Zoning Board also noted that the size of lots in Boulder Hill will restrict the amount of produce available to be sold. The minutes of the hearing were provided.

Per the Zoning Ordinance, the required front yard setbacks in the R-4, R-5, and R-6 Districts are forty feet (40') from the right-of-way from freeway and arterial roads, thirty feet (30') for major and minor collector roads, and twenty-five feet (25') from all other roads. For the R-7 District, the front yard setbacks are fifty feet (50') for freeway and arterial roads, forty feet (40') from major and minor collector roads, and thirty feet (30') from all other roads. The side yard setback for corner lots in the R-4, R-5, R-6, and R-7 Districts is thirty feet (30').

A map showing the areas zoned R-4, R-5, R-6, and R-7 was provided.

The proposal could be amended to restrict roadside stands from the front yard and side yards of corner lots in the R-4, R-5, R-6, and R-7 Districts with the setbacks as noted in the previous paragraph. This would cause roadside stands to be placed closer to the house, including on porches and inside garages, on smaller lots.

Staff would like to point out that accessory structures are presently not allowed in the front yard or side yards of corner lot setbacks and that lawn furniture can be placed within two point five feet (2.5') of any property line. Staff has also been directed not to strictly enforce setback restrictions related to lemonade and similar stands in residential areas.

With the above information in mind, the Kendall County Regional Planning Commission met on December 8, 2021, and recommended that roadside stands be restricted from required front yard setbacks and side yard setbacks for corner lots in the R-4, R-5, R-6, and R-7 Districts by vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes were provided.

The Kendall County Zoning Board of Appeals concluded the public hearing on December 13, 2021. The Zoning Board of Appeals felt the County would have difficulty enforcing setbacks and there were questions regarding the number of houses that would have roadside stands in Boulder Hill. The Kendall County Zoning Board of Appeals recommended approval of the text amendment with the original proposal to allow roadside stands up to ten feet (10') of the nearest right-of-way by a vote of seven (7) in favor and zero in opposition. The minutes were provided.

The draft ordinance was provided.

The consensus of the Committee was to leave the setback as originally proposed for roadside at ten feet (10') from the right-of-way line. The belief was that garage sales would be more problematic than produce sales.

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

With a voice vote of five (5) ayes, the motion carried.

The proposal goes to the County Board on January 18, 2022, on the consent agenda.

Petitions 22-02 Daniel L. Dycus on Behalf of Gospel Assembly Church

Mr. Asselmeier summarized the request.

On March 15, 2005, the Kendall County Board granted a special use permit for a church, parsonage, church school, and church daycare at the subject property. Ordinance 2005-06 was provided.

Condition 2 of Ordinance 2005-06 required the church to file a pre-annexation agreement with Yorkville. No pre-annexation agreement was executed. The property was for sale and the lack of a pre-annexation agreement created confusion regarding the types of uses that could be placed on the property.

On December 10, 2021, a representative of the church filed a request for voluntary revocation of the special use permit. This request was provided.

The draft revocation ordinance was provided.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

Staff recommended approval of the proposed special use permit revocation.

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

With a voice vote of five (5) ayes, the motion carried.

The proposal goes to the County Board on January 18, 2022, on the consent agenda.

NEW BUSINESS

Approval of Annual Renewal of Mobile Home Permit at 13443 Fennel Road

Mr. Asselmeier said this mobile home was for taking care of a family member needing medical care. No complaints have been filed with either the Planning, Building and Zoning Department or Health Department regarding this property.

Member Koukol made a motion, seconded by Member Vickers, to approve the renewal. With a voice vote of five (5) ayes, the motion carried.

Discussion of a Contract Between Kendall County and Wiss, Janney, Elstner Associates, Inc. Regarding the Historic Structure Survey in Kendall and Bristol Townships; Committee Could Refer the Proposal to the State's Attorney's Office

Mr. Asselmeier presented the proposed contract and comments from the Historic Preservation Commission.

Member Gilmour suggested waiting with having the State's Attorney's Office review of the contract until the grant was awarded.

It was noted that a tight timeline existed for completing the project, if the grant was funded.

Member Flowers suggested having the Committee of the Whole review the proposal and then have the State's Attorney's Office review the proposal, if the grant was funded. If the grant was funded, then the proposal could go directly to the County Board.

Chairman Gengler made a motion, seconded by Member Flowers to forward the proposal to the Committee of the Whole. With a voice vote of five (5) ayes, the motion carried.

The proposal goes to the Committee of the Whole on January 13, 2022.

Discussion of Future Land Use Along Route 47 in Kendall and Lisbon Townships

Mr. Asselmeier summarized the issue.

Chairman Gengler said that he had conversation with a local resident and the local resident favored not changing the plan at this time. Chairman Gengler acknowledged the growth coming to the County.

Member Vickers noted that property owners might never sell their property.

Member Koukol said that site selectors look at the County's map and go to Grundy County because the Kendall County map still shows non-commercial and non-industrial future land uses. He felt some land owners were interested in changing the future land use map.

Member Vickers noted that more businesses in the County would help lower property taxes.

Member Gilmour asked if the residents that were previously opposed to the original proposal were still opposed to changing the map. Chairman Gengler said that the resident he spoke with was still against the proposal and that resident wanted the County to examine changes on a case-by-case basis.

Mr. Asselmeier explained the process for changing the plan.

The Committee reviewed Morris' Future Land Use Map.

Discussion occurred regarding road improvements in the southern portion of the County.

Member Gilmour requested input from the residents. The residents would be notified and given an opportunity to provide input during the adoption process, if the proposal was initiated.

Member Koukol made a motion, seconded by Member Flowers, to forward the proposal to the Committee of the Whole with a positive recommendation.

The votes were as follows:

Yeas (5): Flowers, Gengler, Gilmour, Koukol, and Vickers

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried. The proposal goes to the Committee of the Whole on January 13, 2022.

Kendall County Regional Planning Commission Annual Meeting-February 5, 2022, at 9:00 a.m.

Mr. Asselmeier reported the Kendall County Regional Planning Commission Annual Meeting would be February 5th in the County Boardroom.

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.

Approval to Schedule a Second Planning, Building and Zoning Committee Meeting in January 2022

The consensus of the Committee was to have a special meeting on January 25, 2022, at 5:30 p.m.

OLD BUSINESS

Review and Approval of Policy Regarding Code Enforcement in Cases Where Parties Are Pursuing Compliance Through Legislative or Administrative Means (Examples Include Text Amendments, Map Amendments, Special Use Permits or Variance Applications)

Mr. Asselmeier summarized the request.

Since at least 2017, the Planning, Building and Zoning Department's understanding was that, in cases where parties were pursuing text amendments, map amendments, variances, special use permits, or other legislative or administrative approvals, the Department would not issue citations against these parties until a final legislative or administrative decision was made. The Department was aware that several months may be necessary in order reach final legislative or administrative decisions. The Department was also aware that courts historically layover such cases until final legislative or administrative decisions are made before rendering verdicts.

Since 2016, the following businesses and activities were allowed to operate while waiting for zoning approvals:

1. Delaney Gun Range at 16502 Church Road (Ceased After Special Use Permit was Withdrawn)
2. Jet's Towing at 790 Eldmain Road
3. Billboard at 34 and Hafenrichter (Special Use Permit Not Renewed Between 2004 and 2017)
4. 15331 Burr Oak Road (Special Use Permit Not Renewed Prior to 2018)
5. TZ Landscaping at 276 Route 52
6. Temporary Use Permit Renewal at 9211 Route 126
7. Pipe Strong at 17854 N. Wabena Road
8. Driveway in the Setback at 9261 Kennedy
9. Cox Landscaping at 9000 Route 34
10. Trucking Business at 3485 Route 126
11. Fence at 68 Saugatuck (Lowered after ZBA Denial)
12. Craft Fair at 5681 Whitewillow Road
13. Brighter Daze at 10978 Crimmin Road

A proposed policy outlining enforcement actions and warning period was provided.

Chairman Gengler favored not allowing businesses to operate under new rules unless and until those new rules were approved by the County Board. Businesses would have to operate under the approved rules until new conditions were approved.

Member Koukol did not favor closing businesses while the businesses went through the process.

Member Flowers favored tighter and clear rules.

Member Gilmour favored at looking at cases on an individual basis and to have enforcement in these cases to be a Committee decision.

Discussion occurred regarding 1038 Harvey Road going through the application process and related court actions.

The consensus of the Committee was to lay over this item until the January 25, 2022, meeting.

REVIEW VIOLATION REPORT

Review of Violation Report for December 2021

The Committee reviewed the violation report.

Review of FY 20-21 Inspection Report

The Committee reviewed the report.

The consensus of the Committee was to add hiring an additional full-time code inspector to the January 25, 2022, agenda.

REVIEW NON-VIOLATION REPORT

Review of Non-Violation Report for November 2021

The Committee reviewed the non-violation report.

Review of Non-Violation Report for December 2021

The Committee reviewed the non-violation report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

Certified Local Government Annual Report

The Committee reviewed the report. Mr. Asselmeier noted that the report that was sent to the State included all of the minutes of the Commission's meetings in 2021.

REVIEW PERMIT REPORT

Review November 2021 Permit Report

The Committee reviewed the report.

Review December 2021 Permit Report

The Committee reviewed the report.

Review of End of Year Permit Report

The Committee reviewed the report.

REVIEW REVENUE REPORT

Review of November 2021 Revenue Report

The Committee reviewed the report.

Chairman Gengler suggested looking into building and zoning fees in the spring.

Review of 2009-2021 Revenue Report

The Committee reviewed the report.

Review of December 2021 Revenue Report

The Committee reviewed the report.

CORRESPONDENCE

Correspondence Related to the Temporary Use Permit Granted in December 2019 and Renewed in January 2021 (Petitions 19-45 and 20-31) for Portable Concrete Crushing Operations at 9211 Route 126 (PIN: 05-04-400-003) in Kendall Township

The Committee reviewed the correspondence.

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Flowers made a motion, seconded by Member Vickers, to adjourn. With a voice vote of five (5) ayes, the motion carried.

Chairman Gengler adjourned the meeting at 8:00 p.m.

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

**COUNTY OF KENDALL, ILLINOIS
SPECIAL COMMITTEE OF THE WHOLE
Thursday, December 30, 2021 at 4:00 PM
Special Meeting Minutes**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:15p.m. by County Board Chair Scott Gryder.

ROLL CALL

Board Member	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Yes		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Scott Gryder	Here		
Matt Kellogg	Present		
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers	ABSENT		

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

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

APPROVAL OF CLAIMS – Motion by Member Cesich, second by Member Flowers. Discussion of the Circuit Clerk’s request for a 49 gun safe (4’W x 2’ Deep x 5.5 H) for storage of firearms, illegal drugs, and other evidence that is presented in open court that has to be kept until all appeals have been exhausted. After 25 years, the Circuit Clerk will request to dispose of such evidence through the State.

Board Member	Vote
Brian DeBolt	Yes
Elizabeth Flowers	Aye
Scott Gengler	Yes
Judy Gilmour	Yes
Scott Gryder	Yes
Matt Kellogg	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Amy Cesich	Yes

With nine members present voting aye, the claims were approved by a vote of 9-0.

DEPARTMENT HEADS AND ELECTED OFFICIAL REPORTS – None

OLD BUSINESS – None

ITEMS OF BUSINESS

- *Discussion of the Kendall County American Rescue Plan Act Small Business Grant Program* – Member Koukol stated that this has a limit of \$25,000 and that tax is setup similarly to the Non-Profit portal, and stated that the local Chambers will be contacted with the information and asked to share with small businesses. Mr. Koeppel explained the policy, the program, the requirements, the process for review, approval process, and the timeline. Funds can be used for salaries, rent, supplies, etc. and must be spent within the next six months. Admin staff anticipates a larger response for this category group, and has planned a more precise process to expedite the review by Admin staff, legal review, Board approval and disbursement of the funds to the small business. There was consensus by the Board to add review by Zoning staff as well.

Mr. Koeppel stated that the Board plans to conduct a second round opportunity for non-profit organization application, and also for Small Businesses that may have been missed, once the current business program is completed. **This item will go to the January 4, 2022 County Board meeting for approval**

- *Discussion of Kendall County Voting Precincts* – County Clerk Debbie Gillette stated that there were a lot of changes with redistricting, boundary lines, law changes in the County precincts, and that we are now allowed to have 1200 registered voters in a precinct (800 previously). Voter Registration staff reviewed all 87 precincts and were able to reduce that to 78 precincts, following statute guidelines (Congressional, Legislative County Board, Village, City limits), and then sent the new data to GIS for mapping and legal descriptions. The deadline for approval is January 14, 2022. Natalie Hisaw reviewed the changes for each Township. **This item will go to the January 4, 2022 County Board meeting for approval.**

PUBLIC COMMENT - None

QUESTIONS FROM THE MEDIA – None

CHAIRMAN’S REPORT – No Report

EXECUTIVE SESSION – Not needed

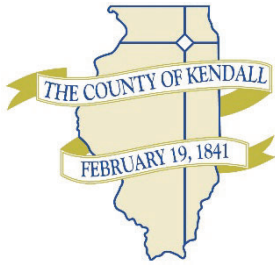
BOARD ACTION ITEMS FOR JANUARY 4, 2021:

- *Approval of Claims*
- *Approval of 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 \$1,000,000*
- *Approval of new Kendall County Voting Precincts*

ADJOURNMENT – Member Flowers made a motion to adjourn the meeting, second by Member Koukol. **With nine members present voting aye, the meeting adjourned at 5:12p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary



Kendall County Agenda Briefing

Committee: Facilities Management

Meeting Date: January 3, 2022

Amount: \$167,559.00

Budget: 187,500.00 Approved in the 2022 Capital Budget

Issue: Capital Item approved in the 2022 Kendall County Budget.

Convert MZU-5 serving the South Jail Housing areas to a Variable Air Volume system (VAV).
Includes Modernizing controls for the new system.

Background and Discussion:

This system was originally setup as a constant volume system with a hot deck and a cold deck.
This conversion will also replace controls originally installed in 2005 with new controls for the converted system.

Converting MZU-5 to a VAV system will provide localized control for each housing unit to work independently instead of from a centrally controlled system that exists today.

This will allow the housing units to add additional heat or cool air as needed as conditions change due to the number of inmates housed or as affected by outside conditions.

Note: This system operates 24/7/365.

Committee Action:

Approved by all members 5-0.

Staff Recommendation:

Allow maximum budgeted amount to be available for contingencies for unknown conditions or as dictated by field conditions encountered.

Prepared by: James K. Smiley

Department: Kendall County Facilities Management

Date: January 4, 2022



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: January 10, 2022

Amount: N/A

Budget: N/A

Issue: 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

Background and Discussion:

In 2021, the Illinois General Assembly passed and the Governor signed Public Act 102-0180 (formerly House Bill 0633) also known as the Garden Act. This Act forbids counties from preventing people from gardening on residentially zoned lots. A county may establish setbacks, but these setbacks cannot be so large so as to prevent gardening on the lot. A copy of the Act is attached.

The proposal allows gardens and roadside stands (selling agricultural products grown on the premises) in the residential zoning districts. The proposal forbids the growing of gardens in the 40 foot sight triangles where 2 or more public streets meet. The proposal also establishes a setback of 10 feet from the right-of-way line for roadside stands.

The record for the Petition can be found here,
<https://www.co.kendall.il.us/home/showpublisheddocument/21336/637750838304200000>

The draft ordinance is attached.

Committee Action:

ZPAC-Approval (7-0-1-2), RPC-Approval with No Roadside Stands in the Required Front Yard or Corner Side Yard Setbacks (9-0-1), ZBA-Approval (7-0), Na-Au-Say Township Planning Commission-Approval, PBZ Committee-Approval (5-0)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: January 11, 2022

AN ACT concerning vegetable garden protection.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 1. Short title. This Act may be cited as the Garden Act.

Section 5. Purpose. The Act's purpose is to encourage and protect the sustainable cultivation of fresh produce at all levels of production, including on residential property for personal consumption or non-commercial sharing.

Section 10. Vegetable garden defined. As used in this Act, the term "vegetable garden" means any plot of ground or elevated soil bed on residential property where vegetables, herbs, fruits, flowers, pollinator plants, leafy greens, or other edible plants are cultivated.

Section 15. Right to cultivate vegetable gardens. Notwithstanding any other law, any person may cultivate vegetable gardens on their own property, or on the private property of another with the permission of the owner, in any county, municipality, or other political subdivision of this state.

Section 20. Home rule. A home rule unit may not regulate gardens in a manner inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

Section 25. State and local regulation still permitted. Section 20 of this Act notwithstanding, this Act does not preclude the adoption of a regulation or local ordinance of general nature that does not specifically regulate vegetable gardens, including, but not limited to, regulations and ordinances relating to height, setback, water use, fertilizer use, or control of invasive or unlawful species, provided that any such regulation or ordinance does not have the effect of precluding vegetable gardens.

ORDINANCE NUMBER 2022-_____

TEXT AMENDMENTS PERTAINING TO THE ILLINOIS GARDEN ACT, ROADSIDE STANDS, AND RELATED CITATION CORRECTIONS

WHEREAS, on January 1, 2022, Illinois Public Act 102-0180, also known as the Garden Act, became effective; and

WHEREAS, Section 5 of the Garden Act states that the purpose of the Act is to encourage and protect sustainable cultivation of fresh produce at all levels of production, including on residential property for personal consumption or non-commercial sharing; and

WHEREAS, Section 10 of the Garden Act establishes a definition for the term vegetable garden; and

WHEREAS, Section 15 of the Garden Act allows any person to cultivate vegetable gardens on their own property or on any property with the permission of the owner in any county within the State of Illinois; and

WHEREAS, vegetable gardens as a primary use of property are only permitted on properties zoned A-1 Agricultural District, RPD-1 Residential Planned Development District-One, RPD-2 Residential Planned Development District-Two, and RPD-3 Residential Planned Development District-Three; and

WHEREAS, Section 13:07 of the Kendall County Zoning Ordinance permits the Kendall County Board to approve text amendments and provides the procedure through which text amendments are granted; and

WHEREAS, On September 13, 2021, the Kendall County Planning, Building and Zoning Committee, hereinafter be referred to as “Petitioner”, submitted text amendments to the Kendall County Zoning Ordinance amending Sections 8:02.A, 8:06.A, 8:07.A, and 8:08.A of the Kendall County Zoning Ordinance to add vegetable gardens and roadside to the list of permitted uses, non-accessory uses on properties zoned R-1 One Family Residence District, R-2 One Family Residential District, R-3 One Family Residential District, R-4 One Family Residence District, R-5 One Family Residence District, R-6 One Family Residence District, and R-7 General Residence District, establish setback for roadside stands in these zoning districts, amending Section 11:02.F.11 by restricting vegetable gardens from forty foot sight triangles where two public streets meet, updating Appendix 9 to reflect the text amendment, correcting citation error caused by this text amendment; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on October 7, 2021, the Kendall County Zoning Board of Appeals initiated a public hearing on November 1, 2021, at 7:00 p.m., and recessed the public hearing to December 13, 2021, at 7:00 p.m. in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested text amendment and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the text amendments on December 13, 2021; 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 forwarded to the Kendall County Board a recommendation approval of the requested text amendments; and

WHEREAS, the Kendall County Board has considered the recommendations of the Planning, Building and Zoning Committee and the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, that the Kendall County Zoning Ordinance be amended as follows:

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: The present language in Section 8:02.A.5 is deleted in its entirety and replaced with the following:

“5. Lands and buildings used for horticulture or farm purposes including vegetable gardens as defined by the Garden Act.”
- III. Amended Text: The present language in Section 8:06.A.1.a is deleted in its entirety and replaced with the following:

“a. Lands and buildings used for horticulture or farm purposes not including vegetable gardens as defined by the Garden Act and roadside stands following the setbacks requirements in Section 8:02.A.”
- IV. Amended Text: The present language in Section 8:06.A.1.b is deleted in its entirety and replaced with the following:

“b. Farm-type animals shall be prohibited in the R-2 District with the exception of chickens.”
- V. Amended Text: The present language in Section 8:07.A.1.a is deleted in its entirety and replaced with the following:

“a. Lands and buildings used for horticulture or farm purposes not including vegetable gardens as defined by the Garden Act and roadside stands following the setbacks requirements in Section 8:02.A.”
- VI. Amended Text: The present language in Section 8:07.A.1.b is deleted in its entirety and replaced with the following:

“b. Farm-type animals shall be prohibited in the R-3 District with the exception of chickens.”

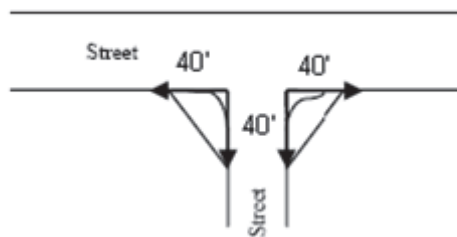
VII. Amended Text: The present language in Section 8:08.A is amended by adding the following uses in the appropriate places alphabetically:

“3. Roadside stands for the display, sale or offering for sale of agricultural products grown or produced on the property, provided that the stands and produce on display are located ten feet (10’) back from the nearest right-of-way line.

7. Vegetable Gardens as defined by the Garden Act.”

VIII. Amended Text: The present language in Section 11:02.F.11 is deleted in its entirety and replaced with the following:

“11. Landscape sight triangle. No landscaping including berms and vegetable gardens as defined by the Garden Act shall be planted within a forty foot (40’) sight triangle measured at the intersection of two public streets.



”

IX. Appendix 9-Table of Uses is amended to reflect the addition of Roadside Stands and Vegetable Gardens as a permitted use in the applicable zoning districts.

IX. Any reference citation errors created by the above text amendments to the Zoning Ordinance shall be corrected.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of January, 2022.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: January 10, 2022

Amount: N/A

Budget: N/A

Issue: 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

Background and Discussion:

On March 15, 2005, the Kendall County Board granted a special use permit for a church, parsonage, church school, and church daycare at the subject property.

Condition 2 of Ordinance 2005-06 required the church to file a pre-annexation agreement with Yorkville. No pre-annexation agreement was executed. The property was for sale and the lack of a pre-annexation agreement created confusion regarding the types of uses that could be placed on the property.

On December 10, 2021, a representative of the church filed a request for voluntary revocation of the special use permit.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

The draft ordinance is attached.

Committee Action:

Approval (5-0)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: January 11, 2022

ORDINANCE NUMBER 2022-_____

**REVOKING A SPECIAL USE PERMIT FOR A CHURCH, PARSONAGE, CHURCH SCHOOL,
AND CHURCH DAYCARE GRANTED BY ORDINANCE 2005-06 ON APPROXIMATELY 6.99
ACRES ON THE SOUTH SIDE OF ROUTE 71 WEST OF 8250 ROUTE 71 (PIN: 05-03-200-020)
IN KENDALL TOWNSHIP**

WHEREAS, Section 13:08 of the Kendall County Zoning Ordinance permits the Kendall County Board to issue special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 13:08.F of the Kendall County Zoning Ordinance allows a special use permit holder to request revocation of said special use by written request to the County Board; and

WHEREAS, pursuant to Section 13:08.F of the Kendall County Zoning Ordinance, no public hearing is required for an owner-initiated revocation; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately 26.19 acres of which approximately 6.99 acres has a special use permit and is identified by Parcel Identification Number 05-03-200-020 in Kendall Township and is located on the south side of Route 71 west of 8250 Route 71. The legal description for the subject property 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 Gospel Assembly Church petitioned Kendall County in the manner required by law and the ordinance of Kendall County, Illinois for obtaining a special use permit for a church, parsonage, church school, and church daycare in 2004; and

WHEREAS, the Kendall County Board granted a special use permit through Ordinance 2005-06 on the subject property on March 15, 2005, for a church, parsonage, church school, and church daycare; and

WHEREAS, the Gospel Assembly Church Oswego, as represented by Daniel L. Dycus, is the owner of record of the subject property and shall hereinafter be referred to as “The Petitioner”; and

WHEREAS, The Petitioner no longer desires the special use permit and has stated in a letter as provided in attached Exhibit “B” that they voluntarily request that Kendall County revoke the special use permit on the above-referenced property; and

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

1. The Kendall County Board hereby revokes the special use permit for a church, parsonage, church school, and church daycare granted by Ordinance 2005-06.
2. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect the revocation of the special use permit granted by Ordinance 2005-06.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of January, 2022.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SECTION 2, TOWNSHIP AND RANGE AFORESAID, WITH THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 3906.54 FEET, WITH A CHORD THAT BEARS SOUTH 37 DEGREES 54 MINUTES 25 SECONDS WEST, A DISTANCE OF 1438.42 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1446.68 FEET; THENCE SOUTH 34 DEGREES 56 MINUTES 32 SECONDS EAST, 50.33 FEET, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE CONTINUING SOUTH 34 DEGREES 56 MINUTES 32 SECONDS EAST, 465.30 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 46 SECONDS WEST, 360.94 FEET TO A POINT ON THE WESTERLY LINE OF OUTLOT A IN RAVINE WOODS SUBDIVISION THEREOF RECORDED OCTOBER 14, 2004 AS DOCUMENT NUMBER 200400028822; THENCE CONTINUING SOUTH 51 DEGREES 01 MINUTE 04 SECONDS WEST, 264.70 FEET; THENCE NORTH 28 DEGREES 24 MINUTES 12 SECONDS WEST, 489.27 FEET TO A POINT ON THE SOUTH LINE OF STATE ROUTE 71; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF STATE ROUTE 71, 121.20 FEET TO A POINT; THENCE CONTINUING SOUTHWESTERLY ALONG THE SOUTH LINE OF STATE ROUTE 71, 350 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 24 MINUTES 12 SECONDS EAST, 500.69 FEET; THENCE SOUTH 58 DEGREES 35 MINUTES 35 SECONDS WEST, 647.13 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 17 SECONDS WEST, 84.70 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 43 SECONDS WEST, 528.43 FEET TO THE SOUTHERLY LINE OF STATE ROUTE 71; THENCE NORTH 58 DEGREES 35 MINUTES 35 SECONDS EAST, 482.55 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(CONTAINING 6.99 ACRES, PLUS OR MINUS)

Month Day, Year

Kendall County
Planning, Building and Zoning
Attn: Matthew H. Asselmeier
111 West Fox Street Room 203
Yorkville, IL 60560-1498
Phone: 630-553-4139 Fax: 630-553-4179

I, DANIEL DYCUS, on behalf of Gospel Assembly Church Oswego, am the owner of
(First & Last Name)

the property currently identified by Parcel Identification Number 05-03-200-020 which consists of approximately 26 acres located on the south side of Route 71 west of S250 Route 71, Yorkville, in Kendall Township.

On March 15, 2005, the property was granted a special use (Ordinance 2005-06). The special use granted in 2005 was granted for the operation of a church, parsonage, church school, and church daycare on the subject property.

Pursuant to Section 13:08.F of the Kendall County Zoning Ordinance, I hereby voluntarily request that Kendall County revoke my special use on the above-referenced property. By signing below, I acknowledge that no public hearing shall be conducted for revocation of the special use. I understand that the requested revocation shall not become effective unless and until approved by a majority vote of the Kendall County Board. By signing below, I hereby waive my right to a public hearing and formally request the above-referenced special use be removed from my property.

[Redacted Signature]

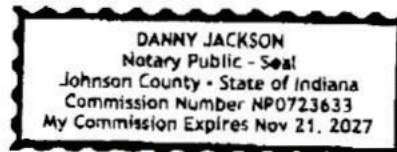
11-22-2021

(Signature)

(Date)

DANIEL L. DYCUS
(Printed Name)

Attest: [Redacted Notary Signature]
Notary Public





CLG Annual Update Form

1. CLG Administration

*** 1. Certified Local Government:**

Kendall County

*** 2. Completed by:**

Matthew Asselmeier

*** 3. Period of Review:**

January 1, 2021-December 31, 2021

4. List of current commission members and their email addresses:

1

Jeff Wehrli jwexcinc@gmail.com

2

Elizabeth Flowers eflowers@co.kendall.il.us

3

Eric Bernacki eebernacki@gmail.com

4

Kristine Heiman KHeiman1@msn.com

5

Martin J. Shanahan, Jr. MjShanahan01@gmail.com

6

7

8

9

5. CLG Administration:

	Yes	No
Local Ordinance is enforced:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A qualified commission of members has been appointed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copies of commission minutes are sent to the SHPO:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments:

Minutes Attached

6. Number of times the commission has met during the past 12 months:

12

7. Number of reviews of building and demolition permits conducted during the past 12 months:

1

8. Number of decisions appealed in the past year:

0

9. Number of project denials:

0

10. Average amount of time to close-out a Certificate of Appropriateness:

N/A

11. Link to all parts of ordinance relating to landmark designation and review process:

- 1
- 2
- 3

12. Any comments or additional information about CLG administration duties:

The building reviewed in #7 was a special use permit for a winery in an undesignated barn.



CLG Annual Update Form

2. Survey and National Register of Historic Places

13. CLG review and comments of National Register nominations sent to SHPO within 60 day comment period?

Yes

No

Not applicable (no nominations to review within this evaluation period)

Comments:

14. Number of properties added to the state survey this past year:

15. Number of local landmarks designated (total):

16. Number of local landmarks added this past year:

17. How many parcels in the community contain locally landmarked properties?

18. Total number of parcels in your community:



CLG Annual Update Form

3. Public Participation

19. The public is involved in the local preservation process, including the nomination of properties to the National Register of Historic Places:

Yes

No

Comments:

20. Commission minutes are accessible to the public:

Yes

No

Comments:

21. Open meetings are conducted:

Yes

No

Comments:

22. Property Owners of proposed designations are notified for public hearing:

Yes

No

Comments:



HISTORIC
Preservation
DIVISION

CLG Annual Update Form

4. Education and Training Activities

23. Number of historic preservation or CLG workshops or seminars attended in the past year by CLG staff or commissioners:

2

24. Educational activities or projects sponsored by local government during the past 12 months:

2 meetings with local historic preservation organizations, 1 historic plaque dedication in a park in honor of a local family, and 1 historic preservation

25. Tell us about any concerns:

None

26. Tell us about the CLG's successes:

Joined the Illinois Property Tax Freeze Program and applied for the County's first CLG Grant for structure survey of two townships



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



Kendall County Sheriff's Office Year-End Report December -1, 2020 - November 30, 2021

<u>OPERATIONS DIVISION</u>	Total	Average
Calls for Service	8,558	713
Police Reports	3,750	313
Total Arrests	526	44
Traffic Contacts	2,771	231
Traffic Citations Issued	1,070	89
DUI Arrests	58	5
Total Crash Investigations	610	51
Total Miles Driven by Sheriff's Office	583,472	48,623

<u>RECORDS DIVISION</u>	Total	Average
Sales Conducted	45	4
Papers Served/Executed	1,504	125
SA, Subpoena & FOIA Requests	2,095	175
Total Warrants Served	1,106	92
Evictions Conducted	12	1
Civil Process Fees	\$52,264	\$4,355
Sheriff Sales Fees	\$23,100	\$1,925
Records Fees/Fingerprinting	\$2,583	\$215
Bond Processing Fees	\$18,327	\$1,527

<u>CORRECTIONS DIVISION</u>	Total	Average
New Intake Bookings	1,919	160
Federal Inmate ADP		63
Kendall County Inmate ADP		65
Other Jurisdictions Inmate ADP		18
Average Daily Population		146
Amount Invoiced for Inmates Housed for Other Juris.	\$441,477	\$36,790
Amount Invoiced for Federal Housing	\$1,845,680	\$153,807
Amount Invoiced for Federal Court Transport	\$24,912	\$2,076
Amount Invoiced for Federal Medical Transport	\$52,341	\$4,362

STATE OF ILLINOIS
COUNTY OF KENDALL
- FILED -
JAN 05 2022

COUNTY CLERK
KENDALL COUNTY

Delvina Stalder

Ready to Protect, Proud to Serve

<u>COURT SECURITY</u>	Total	Average
Entries	\$103,272	8,606
Items X-rayed	37,528	3,127
Kendall Prisoners	739	62
Other Prisoners	62	5
Arrests made at Courthouse	250	21
Contraband Refused	711	59

<u>KCSO TRAINING</u>	Total	Average
Corrections Division	4,669	389
Operations Division	5,525	460
Court Security	684	57
Administration Division	42	4
Auxiliary/Part Timers	132	1
Part Time Deputies	60	5

<u>ELECTRONIC HOME MONITORING</u>	Total	Average
Total Defendants Ordered To EHM	550	69
Days Defendants Served On EHM	13,588	1,699
EHM Violations	103	13
Cost/Collected	\$35,836/\$36,807	\$4,480/\$4,601

12 - Month Budget Results

Sheriff's Budget	\$6,484,626	Corrections Budget	\$4,989,839
Year to Date	\$6,283,832	Year to Date	\$4,987,295
Balance	\$200,794	Balance	\$2,544
Percent	96.9%	Percent	99.9%

Submitted by _____



Sheriff Dwight A. Baird

Kendall County Clerk				
Revenue Report		12/1/21-12/31/21	12/1/20-12/31/20	12/1/19-12/31/19
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
Death Certificate Surcharge sent from Clerk's office \$1176.00 ck # 19355				
Dom Viol Fund sent from Clerk's office \$120.00 ck 19356				

Kendall County Clerk Annual Report for 2021

The Kendall County Clerk & Recorder's Office forwards its 2021 year-end report which summarizes revenues and budget details as well as various functions processed through the Clerk & Recorder's Offices:

	2021	2020		2021	2020
Marriage Licenses Issued	632	611	Civil Union Licenses Issued	1	4
Death Certificates Printed	4129	3743	Home Births (Birth Certificates Processed)	10	9
Assumed Name Certificates Issued	121	123	Notary Certificates Issued	605	467
Number of Documents Recorded	31,839	27,629			

CLERK

- Ordinances available on the County website 1970 - present
- The Clerk's Office continued to post expenditures online for the 9th straight year
- Property tax reports added to the website including: Rate Listings, District Values, Assessed Value by Tax Code, Estimated EAV and CPI
- The office processed 825 EIS forms for 2021 through a new online portal
- Monthly updates are made to the county yearbook and government guide
- The Clerk participated in the annual tax sale held on October 27, 2021 where 402 tax certificates were issued and are now held in the Clerk's Office
- The Clerk completed 51 FOIA requests during the year

RECORDER

- 31,839 Documents recorded
- Electronically recorded 21,069 documents
- Back filing of documents before 1986 to website

ELECTIONS

- As the Election Authority for Kendall County, the office conducted the Consolidated Election. 9,939 votes were cast (11.89%)
- Registered voters at the Consolidated Election 83,568
- Implemented policies and procedures for COVID-19 to ensure the health and safety of staff and voters

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

<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	\$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%

EXPENDITURES

All General Fund Offices/Categories

\$30,023,573 **\$1,195,822** **3.98%** **\$2,316,000** **7.47%**

QUARTER: 4th YEAR: 2021
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT A
ACTIVITY OF ALL CIVIL CASES

CATEGORY	CODE	BEGINNING PENDING*	NEW FILED	REINSTATED	DISPOSED	ADJUSTMENT	END PENDING
ADOPTION	AD	6	3	0	5	1	5
ARBITRATION	AR	0	0	0	0	0	0
CHANCERY	CH	266	14	1	43	0	238
DISSOLUTION OF MARRIAGE	D	341	88	0	90	1	340
EMINENT DOMAIN	ED	9	0	0	1	0	8
FAMILY	F	210	24	1	14	-1	220
LAW>\$50,000 - JURY	L	128	0	1	19	18	128
LAW>\$50,000 - NON-JURY	L	59	29	0	10	-17	61
LAW<\$50,000 - JURY	LM	10	0	2	3	0	9
LAW<\$50,000 - NON-JURY	LM	191	141	9	126	1	216
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0
MENTAL HEALTH	MH	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	157	65	1	68	2	157
ORDER OF PROTECTION	OP	52	111	0	102	1	62
PROBATE	P	568	30	4	39	-3	560
SMALL CLAIM	SC	670	280	24	410	0	564
TAX	TX	26	2	0	18	2	12
TOTAL CIVIL		2693	787	43	948	5	2580

*NOTE: THE BEGINNING PENDING NUMBER IS THE SAME NUMBER THAT YOU REPORTED AS YOUR END PENDING NUMBER FROM THE PREVIOUS QUARTER.

QUARTER: 4th YEAR: 2021
 COUNTY: KENDALL
 CIRCUIT: 23RD

REPORT B
ACTIVITY OF ALL CRIMINAL CASES

CATEGORY	CODE	BEGINNING PENDING*	NEW FILED	NO. OF DEFENDANTS NEW FILED	REINSTATED	DISPOSED	ADJUSTMENT	END PENDING
CRIMINAL CONTEMPT	CC	53	10	10	0	9	0	54
CRIMINAL FELONY	CF	746	102	102	0	43	3	808
CRIMINAL MISDEMEANOR	CM	949	134	134	0	114	14	983
TOTAL CRIMINAL		1748	246	246	0	166	17	1845

*NOTE: THE BEGINNING PENDING NUMBER IS THE SAME NUMBER THAT YOU REPORTED AS YOUR END PENDING NUMBER FROM THE PREVIOUS QUARTER.

QUARTER: 4th YEAR: 2021
 COUNTY: KENDALL
 CIRCUIT: 23RD

REPORT C
ACTIVITY OF ALL JUVENILE CASES

CATEGORY	CODE	BEGINNING PENDING*	NEW FILED	NO. OF DEFENDANTS NEW FILED	REINSTATED	DISPOSED	ADJUSTMENT	END PENDING
JUVENILE	J	21	2	2	0	1	0	22
JUVENILE ABUSE & NEGLECT	JA	140	5	9	0	11	0	134
JUVENILE DELINQUENT	JD	512	31	31	0	36	2	509
TOTAL JUVENILE		673	38	42	0	48	2	665

* NOTE: THE BEGINNING PENDING NUMBER IS THE SAME NUMBER THAT YOU REPORTED AS YOUR END PENDING NUMBER FROM THE PREVIOUS QUARTER.

QUARTER: 4th YEAR: 2021
 COUNTY: KENDALL
 CIRCUIT: 23RD

**REPORT D
 ACTIVITY OF ALL CIVIL LAW/CONSERVATION/DUI/ORDINANCE/TRAFFIC CASES**

CATEGORY	CODE	BEGINNING PENDING*	NEW FILED	REINSTATED	DISPOSED	ADJUST-MENT	END PENDING
CIVIL LAW VIOLATION	CL	19	1	0	3	0	17
CONSERVATION VIOLATION	CV	3	0	0	1	0	2
DRIVING UNDER THE INFLUENCE	DT	348	47	0	45	7	357
ORDINANCE VIOLATION	OV	7	6	1	1	-1	12
TRAFFIC VIOLATION	TR	3701	1341	0	1358	-3	3681
TOTALS		4078	1395	1	1408	3	4069

*NOTE: THE BEGINNING PENDING NUMBER IS THE SAME NUMBER THAT YOU REPORTED AS YOUR END PENDING NUMBER FROM THE PREVIOUS QUARTER.

GUILTY PLEAS RECEIVED BY THE CIRCUIT CLERK PURSUANT TO SUPREME COURT RULES 529, 530 & 531					
CATEGORY	CODE	TOTAL PLEAS OF GUILTY TO THE CLERK	TOTAL PLEAS TO THE CLERK WITH REQUEST FOR SUPERVISION	TOTAL PLEAS OF ELECTRONIC GUILTY	TOTAL PLEAS OF ELECTRONIC GUILTY WITH REQUEST FOR SUPERVISION
CONSERVATION VIOLATION (Rule 530)	CV	1	1	0	0
MINOR TRAFFIC VIOLATION (Rules 529 or 531)	TR	458	310	27	25
TOTALS		459	311	27	25

QUARTER: 4th YEAR: 2021
 COUNTY: KENDALL
 CIRCUIT: 23RD

REPORT F
 DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)

NOT CONVICTED OF A FELONY					FOUND NOT GUILTY		CONVICTED OF FELONY			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	(2) OTHER	BENCH TRIAL	JURY TRIAL	GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
4	0	0	0	2	0	0	31	0	0	37
							(3) TOTAL CONVICTIONS:		31	

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDER, AND PROCEEDING FILED AS A FELONY.

(3) TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL FROM THIS REPORT, MUST EQUAL THE TOTAL NUMBER OF FELONY SENTENCES INCLUDED ON REPORT G.

QUARTER: 4th YEAR: 2021
 COUNTY: KENDALL
 CIRCUIT: 23RD

REPORT G
SENTENCE OF THE DEFENDANTS CONVICTED WITH FELONIES

ENTER THE TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES INCLUDED ON REPORT F	31
---	-----------

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. LIFE	0	0	0	0	0	0	0
2. IDOC	0	0	3	2	1	1	7
3. PROBATION	0	0	2	3	4	7	16
4. OTHERS	0	0	0	1	0	7	8
TOTALS	0	0	5	6	5	15	31

NOTE: THE TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES FROM REPORT F MUST EQUAL THE TOTAL NUMBER OF FELONY SENTENCES ON THIS REPORT.

QUARTER: 4th YEAR: 2021
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT H
ORDERS OF PROTECTION ISSUED

CATEGORY	EMERGENCY	INTERIM	PLENARY	TOTALS
Civil No Contact	8		0	8
Firearms Restraining Order	0		0	0
Orders of Protections	105	3	2	110
Stalking No Contact	3		2	5
TOTALS:	116	3	4	123

YEAR: 2021
 COUNTY: Kendall
 CIRCUIT: 23rd

**REPORT I
 AGE OF PENDING CASES**

TYPE OF CASE	CODE	YEAR FILED					PRIOR TO 2017	TOTAL
		2021	2020	2019	2018	2017		
ADOPTIONS	AD	4	0	1	0	0	0	5
ARBITRATION	AR	0	0	0	0	0	0	0
CHANCERY	CH	43	43	67	37	16	32	238
DISSOLUTION OF MARRIAGE	D	225	70	19	5	8	13	340
EMINENT DOMAIN	ED	0	0	1	1	5	1	8
FAMILY	F	71	27	25	22	23	52	220
LAW OVER	L	82	45	33	7	6	16	189
LAW UNDER	LM	195	11	8	4	2	5	225
MENTAL HEALTH	MH	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	81	25	22	13	9	7	157
MUNICIPAL CORPORATION	MC	0	0	0	0	0	4	4
ORDERS OF PROTECTION	OP	28	13	4	6	7	4	62
PROBATE	P	143	97	54	52	42	172	560
SMALL CLAIMS	SC	438	31	25	5	6	59	564
TAX	TX	5	0	0	1	1	5	12
TOTAL CIVIL		1315	362	259	153	125	370	2584

THIS FORM IS TO BE USED ANNUALLY TO REPORT THE AGE OF ALL ACTIVE CASES. REPORT THE NUMBER OF CASES REMAINING OPEN IN EACH CATEGORY BY THE YEAR IN WHICH FILED. EXCLUDE CASES ON THE WARRANT CALENDAR. REINSTATED CASES SHOULD BE AGED FROM THE DATE OF REINSTATEMENT. EXCLUDE POST JUDGEMENT ACTIONS.

YEAR: 2021
COUNTY: Kendall
CIRCUIT: 23rd

PAGE 2 OF 2
Tab 2

REPORT I
AGE OF PENDING CASES

TYPE OF CASE	CODE	YEAR FILED					PRIOR TO 2017	TOTAL
		2021	2020	2019	2018	2017		
CONTEMPT OF COURT	CC	25	8	7	6	8	0	54
CRIMINAL FELONY	CF	367	211	86	41	33	70	808
CRIMINAL MISDEMEANOR	CM	440	223	103	45	38	134	983
TOTAL CRIMINAL		832	442	196	92	79	204	1845

TYPE OF CASE	CODE	YEAR FILED					PRIOR TO 2017	TOTAL
		2021	2020	2019	2018	2017		
JUVENILE	J	10	4	2	2	2	2	22
JUVENILE ABUSE @ NEGLECT	JA	63	40	11	8	4	8	134
JUVENILE DELINQUENT	JD	94	85	71	81	49	129	509
TOTAL JUVENILE		167	129	84	91	55	139	665

TYPE OF CASE	CODE	YEAR FILED					PRIOR TO 2017	TOTAL
		2021	2020	2019	2018	2017		
CIVIL LAW VIOLATION	CL	4	2	4	0	5	0	15
CONSERVATION VIOLATION	CV	2	0	0	0	0	0	2
DRIVING UNDER THE INFLUENCE	DT	117	56	27	12	11	74	297
ORDINANCE VIOLATION	OV	8	2	1	1	0	0	12
TRAFFIC VIOLATION	TR	1698	449	174	109	71	1108	3609
TOTAL TRAFFIC		1829	509	206	122	87	1182	3935

QUARTER: 4th YEAR: 2021
 COUNTY: KENDALL
 CIRCUIT: 23RD

REPORT K
 SELF REPRESENTED LITIGANTS (SRLs)

CATEGORY	CODE	NEW FILED CASES*	NEW FILED CASES SRL PLAINTIFF	DISPOSED*	DEFAULT JUDGMENTS	AT LEAST ONE SRL	AT LEAST 1 PLAINTIFF AND 1 DEFT SRL	AT LEAST ONE PLAINTIFF SRL	AT LEAST ONE DEFENDANT SRL	NUMBER OF LIMITED SCOPE APPEARANCES
ADOPTION	AD	0	0	5	0	0	0	0	0	0
ARBITRATION	AR	0	0	0	0	0	0	0	0	0
CHANCERY	CH	14	1	43	20	6	0	0	6	0
DISSOLUTION OF MARRIAGE	D		16	90	1	20	4	14	10	0
EMINENT DOMAIN	ED	0	0	1	0	0	0	0	0	0
FAMILY	F	0	1	14	0	2	0	1	1	0
LAW > \$50,000	L	29	1	29	0	1	0	1	0	0
LAW =< \$50,000	LM	141	39	131	11	8	0	1	7	0
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0	0	0
MENTAL HEALTH	MH	0	0	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	157	45	70	1	11	0	11	0	0
ORDER OF PROTECTION	OP	52	100	104	0	1	0	1	0	0
PROBATE	P	568	1	39	0	5	0	4	1	0
SMALL CLAIM	SC	670	31	410	88	9	1	6	4	0
TAX	TX	0	0	18	0	1	0	1	0	0
TOTALS		1631	235	954	121	64	5	40	29	0

* NOTE: THE NUMBER OF "FILED" AND "DISPOSED" CASES IN EACH CATEGORY ON THIS REPORT MUST EQUAL THE NUMBER OF "NEW FILED" AND "DISPOSED" CASES REPORTED FOR THE SAME CATEGORY ON REPORT A, RESPECTIVELY.



KENDALL COUNTY CORONER
— JACQUIE PURCELL —

December 2021, FY 2022 Monthly Report

Description	**	December 2021	Fiscal Year-to-Date	December 2020
Total Deaths		42	42	37
Natural Deaths		35	35	34
Accidental Deaths		2	2	1
Suicidal Deaths		2	2	2
Homicidal Deaths		0	0	0
Undetermined Death		0	0	0
Pending Death		3	3	0
Scenes Responded To		13	13	6
Bodies Transported		8	8	4
Autopsies		3	3	2
External Examinations		10	10	4
Toxicology		5	5	2
Cremation Authorizations		29	29	26

**

(A):

1. 12/11/2021 – Yorkville – 69yo, Male, Blunt Force Injuries due to Motor Vehicle Collision
2. 12/18/2021 – Plano – 23yo, Male, Blunt Force Injuries due to Motor Vehicle Collision

(S):

1. 12/27/2021 – Aurora – 21yo, Male, Intra-Oral Gunshot Wound
2. 12/31/2021 – Plano – 42yo, Male, Asphyxiation due to Hanging

(P):

1. 12/20/2021 – Yorkville – 68yo, Male, Pending
2. 12/26/2021 – Montgomery – 61yo, Male, Pending
3. 12/27/2021 – Oswego – 63yo, Male, Pending

PERSONNEL/OFFICE ACTIVITY:

1. No Report.
2. There were a total of 0 community service hours served at the Kendall County Coroner's Office during the month of December.

Request for Qualifications



Professional Design & Engineering Needs Assessment for Kendall County

January 12, 2022

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I. INTRODUCTION and BACKGROUND

The County of Kendall ("**County**") is seeking a qualified firm for professional consultant services ("**Consultant Services**"), which include but are not limited to the review and analysis of two campuses located in Yorkville, IL. Campus one is located at 111 W. Fox St. and campus two is located at the Government center campus along Illinois State Route 34 in Yorkville, IL. The consultant will assemble & create assessments, reports and any associated presentations as described in this Request for Qualifications ("**RFQ**") for these two campuses. Respondents must be able to demonstrate experience with the type of project described herein and the ability to complete the project within the specified time frame. The Request for Qualifications process will include the following steps: 1) review of the submitting firm's qualifications and experience; 2) firms short listed based on their qualifications; 3) negotiation with short listed firms on project cost. The submitted proposals should include the firm's qualifications, scope of services/tasks, and schedule.

Expected consultative services include the ability for professional design; architectural; engineering; needs assessment abilities & professional services for the programming, design & cost estimating for these two campuses.

Description of Kendall County

Kendall County has been the fastest growing county in Illinois. Kendall County is a mixture of rural and urban communities.

Kendall County website - <https://www.co.kendall.il.us/home>

Highway Map - <https://www.co.kendall.il.us/Home/ShowDocument?id=8262>

A. Facility Objectives

Project One

Needs assessment of the 111 W. Fox St. campus and surrounding sites.

Kendall County anticipates the needs to consolidate the offices of the County Clerk, County Recorder and Voter Operations into a new standalone facility at the Fox Street Campus and changes to the existing 111 W. Fox St. facility once these departments are relocated. Work will involve meetings with stakeholders, committees and the County Board to assess the needs of all departments at this site. Final recommendations expected are the needs of each department, recommendations specifically for the County Clerk/Recorder and Voter departments as well as recommendations of changes needed to the existing 111 W. Fox St. facility. This includes a master plan for this campus & recommendations for siting a new facility if recommended, estimated cost and timeline for the new facility and for the reconfiguration of the 111 W. Fox St. facility once operations are moved to a new facility.

The project team will include staff from Kendall County Facilities Management (KCFM), Technology Services (KCTS), County Administration and Facilities Committee Chair.

Project Two

Needs assessment of the Public Safety Center, Facilities Management, Coroner and Emergency Operations Center.

The Public Safety Center was built in 1992. This facility currently houses the Sheriff's Office, County Jail, KenCom 911 Center and Kendall County Emergency Operations department.

Currently the Sheriff's Administrative offices has no room to house individual offices for all management staff and other offices associated with Sheriff's operations. The office is also lacking dedicated training space for in house staff, management and field

The Facilities Management office was built in 2000. The current facility is shared with Coroner's office. Facilities Operations are also spread out to the Courthouse and each site at both campuses.

Facilities Management desires to have a facility to house management offices, equipment & vehicle storage and central supplies.

The Coroner's office houses management offices, morgue and garage.

All questions pertaining to this RFQ should be directed to Facilities Management Director James K. Smiley, at (630) 553-4102 or email at jsmiley@co.kendall.il.us.

B. Project Funding

The project funding for this project has not been finalized.

C. Project Schedule

The County desires to begin work for the 111 W. Fox St. campus early Spring of 2022. Upon completion of this project work could begin on the Rt. 34 campus needs assessment during the summer of 2022.

II. INSTRUCTIONS

A. Submission of Qualifications

Submit three (3) bound copies and one electronic copy of the response in a sealed package addressed to:
Kendall County Facilities Management
Attn: James K. Smiley, KCFM Director
804 W. John St., Suite B.
Yorkville, IL 60560

All documents must be received by February 7, 2021. Documents received after this time will not be accepted.

DEFINITIONS AND TERMINOLOGY

In the event of a conflict between the definitions herein and any found in the Agreement, *infra*, the former shall govern for the purpose of this section only. All other terms which are not herein defined have their ordinary, dictionary meaning.

Addendum (Addenda, Plural): An Addendum is a document issued by Kendall County prior to the opening of the Responses which clarifies, amends, or modifies the RFQ Documents or the Proposal Documents.

Complete Response: A complete response includes the sum proposed by a Responder to perform the all of the work indentified in Scope of Work—Attachment B, and does not include any Separate Project Proposals.

Proposal: A Proposal is a response to do the Work for a specified sum and includes accompanying forms which are required to be submitted.

Responder: A Responder is an entity that submits a Proposal.

RFQ or Proposal Documents: The RFQ or Proposal Documents are comprised of, but not limited to, the Notice to Responders, Instructions to Responders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F— Miscellaneous - All forms (e.g., Proposal forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

Project: The Project is the total Scope required by the RFQ Documents, including all labor, materials, and equipment, furnished and incorporated into the expected work, or to be provided by the Responder to fulfill the Responder's obligations as provided for in the work described in the RFQ Documents.

INSTRUCTIONS TO RESPONDERS

General Description:

Sealed documents detailing your firm's ability to meet the scope of this Request for Qualifications are being accepted for a Professional Design & Engineering Needs Assessment for project # one (1) Kendall County 111 W. Fox St. Campus and for project # two (2) Rt. Campus for the Public Safety Center, Facilities Management and Coroner's offices.

Instructions to Responders and specifications will be available after January 19, 2022 between 8:00 A.M. C.S.T. and 4:30 P.M. C.S.T. daily until February 7, 2022 at 10:00 A.M. C.S.T. at the Kendall County Facilities Management office.

Examination:

Responders shall receive a copy of the Notice to Responders, Instructions to Responders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F—Miscellaneous - All forms (e.g., Response forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

Responders shall examine the RFQ Documents and visit the Project site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions which can be determined by examining the RFQ Documents and site.

Questions and Interpretations:

All questions about the meaning or intent of the Responder Documents shall be submitted in writing to KCFM Director James K. Smiley via email to jsmiley@co.kendall.il.us, or personal delivery no later than ten (10) calendar days prior to the date set for the opening of responses or January 28, 2022 at 4:00 P.M. C.S.T. . Any questions received after such time shall be answered at the discretion of the County. Replies will be issued to all responders of record as Addenda to the appropriate attachment and will become part of the Agreement portion to the RFQ Documents. Questions will not be responded to by oral clarification.

Only questions answered by an Addendum shall be binding. Oral clarifications or interpretations shall be without legal effect. Addenda shall be emailed to all persons having picked up RFQ Documents from the County and shall be posted to the County website. Each Responder shall be responsible for determining that it has received all Addenda issued. A Responder's failure to acknowledge any Addendum shall constitute sufficient cause for rejection of a Response at the County's sole discretion.

Failure to request clarification will not waive responsibility of comprehension of the RFQ Documents and performance of the work in accordance with the intent of the documents. By submitting a response, the Responder signifies that he or she understands, has read and agrees to all terms contained in the RFQ, Notice to Responders, Instructions to Responders, Kendall County Agreement Form – Stipulated Sum, Terms and Conditions, Attachment A—Scope of work, Attachment B—Places of Service, Attachment C—Miscellaneous, Attachment D—Proposal Forms, Exhibits A, B,C and D - All forms (e.g., Response forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda, for this Request for Qualifications.

Submittal: Submit completed Proposal and other required documents in a sealed envelope clearly marked "Kendall County Professional Design & Engineering Needs Assessment for project # one (1) Kendall County 111 W. Fox St. Campus and for project # two (2) Rt. Campus for the Public Safety Center, Facilities Management and Coroner's offices" and including the name and address of the responder.

No responsibility shall be attached to the County for the premature opening of any response not properly addressed and identified. No response will be considered unless all stipulations of this document and the Agreement, including the Response Forms, have been completed.

Completed responses can be forwarded or mailed to the Kendall County KCFM Office at 804 W. John St., Suite B. Yorkville, Illinois, 60560. Responses must be received before February 7, 2022 at 10:00 A.M. C.S.T. in order to be considered.

Responders shall be deemed a Firm response continuing for one hundred and twenty (120) days after Date and Time set for Opening of Responses and thereafter until withdrawn by written notice received by the County. Responses may not be modified, withdrawn, or cancelled by the Responder during this time period.

Pre-Qualification:

The Responder shall submit on a separate document, to be included with the response, three current references, which are similar in size and scope of work to this response. The references shall include the reference company name, the contact person's name, the company address, the company telephone number, a narrative of the scope of work, the dates work began and was completed and the completed contract amount. The Responder shall also submit with the response a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require responders to provide information necessary to determine the qualification of the Responder to satisfactorily perform the work, including proof that the Responder:

- Has adequate means to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, licensing, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

Response Opening:

Responses shall be stamped with the date and time received, at the KCFM Management office at 804 W. John St., Suite B. Yorkville, IL 60560. Each Proposal shall be analyzed to ensure that all stipulations have been satisfied.

Response Award:

It is the intent of Kendall County to award the project to the firm meeting the qualifications and reference expectations who has met all stipulations of the Response Documents, including the Agreement and Addenda, if any. The County reserves the right to award the RFQ project one (1) first, then award project two as determined to be in the best interest of the County. The Contract will be awarded as one complete Project or as two separate Projects as identified in Scope of Work—Attachment B; The County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Response Form—Attachment D. A Responder will be considered non-responsive if they do not provide a response for all items (project one & project two).

Rejection of Responses:

Kendall County reserves the right to reject any or all responses; to waive technicalities; and to award a contract which is in the best interests of Kendall County.

Kendall County reserves the right to reject the Response of any Responder who has not completed a prior Project, whether with the County or elsewhere, because of the fault of the Responder, its SubArchitect or Design Firms or employees; has been declared in default on a prior contract whether with the County or elsewhere; has failed to complete a prior Project in a timely fashion whether with the County or elsewhere; based on its work record, is not capable of performing the Work whether due to lack of sufficient prior experience, as determined by the County, or for any other reason; has a work record of

its SubArchitect or Design Firms demanding direct payment from the owner; has a work record of its SubArchitect or Design Firms, employees or material suppliers complaining to the County or other awarding authority regarding the Responder's failure to pay them; or has a record of its failure to comply with State laws, County ordinances or municipal codes. "Work record" or "record" constitutes a minimum of one event in the work history of the Responder.

Disqualification:

Kendall County reserves the right to disqualify responses, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Responder.

Execution of Contract:

The accepted Responder shall assist and cooperate with County in preparing Attachment A — Contract and shall execute and return the Agreement to Kendall County Facilities Management Office within five (5) days following its presentation. The Agreement shall be executed before the offer expires.

Response Forms.

Each Response shall be submitted on the Response Form included herein as part of Attachment D. All blank spaces shall be filled in. Any and all blank spaces shall constitute sufficient cause to reject any Proposal. The Response Form shall be completed in ink or by typewriter or computer. Signatures shall be in long hand and the completed form shall be without delineations, alterations or erasures. No response will be accepted after 10:00 A.M. C.S.T. on February 7, 2022.

The Responder must complete and include all of the following documents with their Proposal:

- Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFQ as Exhibit A)
- Proposal Surety [IF APPLICABLE] as required in the RFQ Documents.
- Completed Proposal Forms (the Proposal Forms are attached to the RFQ as Exhibit B)
- All other requirements included in the RFQ Documents

Terms and Conditions

The "Terms and Conditions" set forth in the RFQ Documents will apply to the contract between the County and the successful Responder. By submitting a Proposal, a Responder agrees to the Terms and Conditions. Any Proposal that conflicts with the Terms and Conditions may be deemed as being unresponsive.

All information requested on Proposal forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.

The County will not be responsible for any expenses incurred by the Responder in preparing and submitting a Proposal.

The Responder must sign their Proposal in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Responder. The name of each person signing should be typed or printed below the signature.

The individual signing the document for the Responder shall initial all erasures and/or corrections in their sealed Proposal.

Contents of Qualifications:

Qualifications shall state the ability to meet the scope of the RFQ, ability to perform an evaluation of the facilities at both campuses. Develop a response including the ability to including drawings and specifications. Coordinate RFQ and Architect or Design Firm review. All aspects of the proposed response that are required to provide a thoroughly completed Project.

Requests for Payment:

With requests for payment, the responder shall furnish Kendall County with partial and final waivers of lien for pay requests associated or involved with completion of these Projects.

General Instructions

All Responders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Responders shall be prepared to furnish evidence of the foregoing upon request.

The Responder is expected to comply with the true intent of this RFQ and the RFQ Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Responder suspect any error, omission, or discrepancy in the specifications or instructions, the Responder shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Responder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFQ and RFQ Documents. Responder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Responder in the process of putting the Proposal together.

AGREEMENT FORM – STIPULATED SUM

THIS Agreement is entered into the day and year first set forth below between *KENDALL COUNTY, ILLINOIS* (hereinafter “Kendall County”), with its principal place of business at 111 W. Fox St., Yorkville, Illinois, 60560 and _____ (hereinafter referred to as “Contractor”) with its principal place of business at _____ . In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Effective Date & Term:** This Agreement shall be effective as of its execution and continue until the Kendall County Facility Needs Assessment has been completed or as terminated by either party pursuant to the terms in the Agreement.
2. **The Work:** Vendor will provide Kendall County with construction, labor, materials and services for the Kendall County Facility Needs Assessment per the scope in the RFQ dated January 12, 2022 in accordance with the following documents (the **Contract Documents**):
 - a) **RFQ, Notice to Responders, Instructions to Responders, Kendall County Agreement Form – Stipulated Sum, Terms and Conditions, Attachment A—Scope of work, Attachment B—Places of Service, Attachment C—Miscellaneous, Attachment D—Proposal Forms, Exhibits A, B,C and D - All forms (e.g., Response forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda, for this Request for Qualifications.**
3. **Modifications:** All changes or adjustments to this Agreement, including but not limited to any increase or decrease of the scope of the work performed or adjustment in the Contract Sum and Contract Time, must be in writing, signed by both parties to the Agreement.
4. **Payment:** In consideration for Contractor providing the Work, to the satisfaction of Kendall County, as set forth in this Agreement, Kendall County agrees to pay the Contract Sum listed in Exhibit B – Proposal Form. Contractor must present an Application for Payment to Kendall County, attn.: KCFM Director, kcfm@co.kendall.il.us 804 W. John St. Suite B. Yorkville, IL 60560 for certification of the amount due, in accordance with Contract Documents. The total amount due shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Kendall County reserves the right to reject any portion of the invoice that is outside the scope of the approved work or outside the scope of any additional approved work.
5. **Time:** The Responder shall achieve Substantial Completion of the scope of work by June 1, 2022, and shall achieve Final Completion no later than October 1, 2022. Time shall be changed only by written agreements signed by both parties.

TERMS AND CONDITIONS

The Responder's failure to agree to the following terms and conditions may result in the disqualification of the Responder's proposal from further consideration as an unresponsive Response.

By submitting a Response, Responders represent that:

1. Responder has read and understands the RFQ Documents;
2. Responder understands how the Project relates to other renovations being completed by the County at the Project site, which may be concurrently Response, or presently under construction at the Project site;
3. The Response complies with the RFQ Documents;
4. Responder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Responder's observations with the requirements of the RFQ Documents and the Responder's Response; and
5. The Response is based upon the materials, equipment, and systems required by the RFQ Documents, as may be amended by written addendum, without exception.

By submitting a Response, Responders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Responder:

1. These Terms and Conditions, along with the RFQ, the RFQ Documents, and the Responder's Response, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFQ, the remaining portions of the RFQ Documents, and the Responder's Response.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County but no later than **October 1, 2022** or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Responder will provide the County the following services:

Project One

Needs assessment of the 111 W. Fox St. campus and surrounding sites.

Kendall County anticipates the needs to consolidate the offices of the County Clerk, County Recorder and Voter Operations into a new standalone facility at the Fox Street Campus and changes to the existing 111 W. Fox St. facility once these departments are relocated. Work will involve meetings with stakeholders, committees and the County Board to assess the needs of all departments at this site. Final recommendations expected are the needs of each department, recommendations specifically for the County Clerk/Recorder and Voter departments as well as recommendations of changes needed to the existing 111 W. Fox St. facility. This includes a master plan for this campus & recommendations for siting a new facility if recommended, estimated cost and timeline for the

new facility and for the reconfiguration of the 111 W. Fox St. facility once operations are moved to a new facility.

The project team will include staff from Kendall County Facilities Management (KCFM), Technology Services (KCTS), County Administration and Facilities Committee Chair.

Project Two

Needs assessment of the Public Safety Center, Facilities Management, Coroner and Emergency Operations Center.

The Public Safety Center was built in 1992. This facility currently houses the Sheriff's Office, County Jail, KenCom 911 Center and Kendall County Emergency Operations department.

Currently the Sheriff's Administrative offices has no room to house individual offices for all management staff and other offices associated with Sheriff's operations. The office is also lacking dedicated training space for in house staff, management and field

The Facilities Management office was built in 2000. The current facility is shared with Coroner's office. Facilities Operations are also spread out to the Courthouse and each site at both campuses.

Facilities Management desires to have a facility to house management offices, equipment & vehicle storage and central supplies.

The Coroner's office houses management offices, morgue and garage.

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").

4. As consideration for the services to be performed by Responder pursuant to the terms and conditions set forth in this Agreement, the County agrees to pay Responder as follows:

Progress Payments monthly based on work completed and verified by Facilities Management Director Mr. James K. Smiley.

The County shall not be responsible for any costs in excess of the payment schedule set forth above unless the County agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Responder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the County and the Responder. The County will not pay for verbal change orders. Responder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Furthermore, Responder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be obtained in same manner as the original contract. *See* 50 ILCS 525/5. Responder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.

6. Responder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Responder understands and agrees that Responder is solely responsible for paying all wages, benefits and any other compensation due and owing to Responder's officers, employees, and agents for the performance of services set forth in the Agreement. Responder further understands and agrees that Responder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Responder's officers, employees and/or agents who perform services as set forth in the Agreement. Responder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Responder, Responder's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Responder, Responder's officers, employees and agents. Responder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Responder, its officers, employees and/or agents may sustain while performing services under the Agreement. Responder shall exercise general and overall control of its officers and employees.
7. For public safety reasons and to the extent permitted by law, Responder agrees that no one shall be assigned to perform work at the County's facilities on behalf of Responder, Responder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Responder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Responder agrees that the individual shall not be assigned to perform work on or at the County's properties and/or facilities absent prior written consent from the County [and Kendall County Sheriff- if work done at Courthouse or Public Safety Center]. The County, at any time, for any reason and in the County's sole discretion, may require Responder, Responder's contractors, and Responder's subcontractors to remove any individual from performing any further work under this Agreement. Should the County have a complaint regarding the performance of the services or the behavior of Responder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the County request a change in the manner in which services are being performed pursuant to this Agreement, the County shall transmit the same to the Responder's on-site foreman and/or to any other member of Responder's management, who shall take immediate action and shall promptly resolve the problem to the County's satisfaction. Responder's failure to take immediate action and/or to resolve the problem to the County's satisfaction shall be considered a material breach of the Agreement.
8. Responder shall indemnify, hold harmless and defend with counsel of the County's own choosing, the 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 or ancillary documents and any breach by Responder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Responder in its performance under this Agreement or the contract documents. 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 Responder's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. Responder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
 - a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.
 - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
 - i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Responder has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)
 - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Responder's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - c. If Responder maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Responder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future 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 Responder 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 Responder's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- d. For any claims related to this Agreement, the Responder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Responder's insurance and shall not contribute with it.
- e. Responder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Responder may acquire against Releasees by virtue of the payment of any loss under such insurance. Responder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the County. The County may require the Responder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.
- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Responder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Responder shall furnish the County 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 the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Responder's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors: Responder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Responder shall ensure that the County is an additional insured on insurance required from subcontractors.
- j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
11. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, “reasonable period of time” will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Responder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
13. Responder agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
14. This contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires the Responder and Responder’s contractors and subcontractors to pay their respective laborers, workers and mechanics performing services on this public works project no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the Responder and Responder’s contractors and subcontractors have an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. The Responder and all of the Responder’s contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties. Failure to comply with all applicable requirements of the Act will be considered a material breach of this Agreement.
15. When applicable, Responder shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*

16. Responder, its officers, employees, contractors, subcontractors, 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.
17. Responder shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Responder shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Responder must have a written sexual harassment policy, which complies with 775 ILCS 15/3.
18. All services to be undertaken by Responder shall be carried out by competent and properly trained personnel of Responder to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
19. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
20. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
21. In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Responder. In the event of a default due to non-appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Responder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
22. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, **KCFM Director James K. Smiley, 804 W. John St. Suite B., Yorkville, IL 60560** with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Responder, to:

23. Responder certifies that Responder, 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 (Response rigging or Response rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Responder further certifies by signing the Agreement, the Responder, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig Responses, 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. Also, by signing this Agreement, Responder affirms that Responder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Responder's company been so convicted nor made such an admission.
24. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Responder or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Responder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
26. The Responder will include the following clause in any construction-related contract documents and Responder agrees not to modify or delete it:
Kotecki Waiver: Responder (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the County and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.
27. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Responder agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

1. Is the Responder and/or any of the Responder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Responder and/or any of the Responder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Responder and/or the Responder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
28. Responder and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of 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.*
 29. The County and/or Responder'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.
 30. Responder warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
 31. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Illinois Workers Act"), Responder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Responder understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." *See* 30 ILCS 570/1. Responder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
 32. Responder understands that the County is utilizing funds received pursuant to the American Rescue Plan Act ("ARPA") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Responder agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq.*, and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.
 33. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

- 34. 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.
- 35. The County and the Responder 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. Furthermore, Responder hereby affirms that Responder is legally authorized to transact business in the State of Illinois.

Agreed, this _____ day of _____, 2022

Contractor Name

Signature

Printed Name

Title

Kendall County, IL

Signature

Printed Name

Title

Attachment ‘A’

SCOPE OF WORK

The Responder shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined.

The Responder shall provide Kendall County with the name and contact information for the person(s) designated by Responder to be on-site supervising all work performed by Responder’s officers, employees and/or agents pursuant to this Agreement.

Scope Of Work

Project One

Needs assessment of the 111 W. Fox St. campus and surrounding sites.

Kendall County anticipates the needs to consolidate the offices of the County Clerk, County Recorder and Voter Operations into a new standalone facility at the Fox Street Campus and changes to the existing 111 W. Fox St. facility once these departments are relocated. Work will involve meetings with stakeholders, committees and the County Board to assess the needs of all departments at this site. Final recommendations expected are the needs of each department, recommendations specifically for the County Clerk/Recorder and Voter departments as well as recommendations of changes needed to the existing 111 W. Fox St. facility. This includes a master plan for this campus & recommendations for siting a new facility if recommended, estimated cost and timeline for the new facility and for the reconfiguration of the 111 W. Fox St. facility once operations are moved to a new facility.

The project team will include staff from Kendall County Facilities Management (KCFM), Technology Services (KCTS), County Administration and Facilities Committee Chair.

Project Two

Needs assessment of the Public Safety Center, Facilities Management, Coroner and Emergency Operations Center.

The Public Safety Center was built in 1992. This facility currently houses the Sheriff’s Office, County Jail, KenCom 911 Center and Kendall County Emergency Operations department.

Currently the Sheriff’s Administrative offices has no room to house individual offices for all management staff and other offices associated with Sheriff’s operations. The office is also lacking dedicated training space for in house staff, management and field

The Facilities Management office was built in 2000. The current facility is shared with Coroner’s office. Facilities Operations are also spread out to the Courthouse and each site at both campuses.

Facilities Management desires to have a facility to house management offices, equipment & vehicle storage and central supplies.

The Coroner’s office houses management offices, morgue and garage.

SubArchitect or Design Firms

A complete listing of all subArchitect or Design Firms must be included with all Proposals. The listing must include the Architect or Design Firms name, operating location, list of work to be completed and their ability to meet Kendall County insurance requirements.

WORKING HOURS

Normal working hours are Monday – Friday 7:30a.m. – 4:00p.m.

Note: This is a 24/7/365 and other hours can be arranged as needed.

Attachment 'B'
PLACES OF SERVICE

Services performed under this agreement shall be at the following locations:

Kendall County

111 W. Fox St. Campus, Yorkville, IL 60560

Kendall County Rt. 34 Campus

Public Safety Center

1102 Cornell Lane, Yorkville, IL 60560

Kendall County Facilities Management/Coroner's Offices

804 W. John St.

Suites A & B.

Yorkville, IL 60560

Attachment 'C'

Miscellaneous

A. Examination of RFQ Documents

By submitting a response, the responder represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the project's objectives.

B. Addenda/Clarifications

Any changes to this RFQ will be made by written addendum. No verbal modification will be binding.

C. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Proposer in: 1) preparing its response in response to this RFQ; 2) submitting that response to Kendall County; 3) negotiating with Kendall County any matter related to this response; or 4) any other expenses incurred by the Proposer prior to the date of execution of the Proposed Agreement.

Kendall County shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their qualifications. Proposers shall not include any such expenses as part of their qualifications.

D. Exceptions and Deviations

Any exceptions to the requirements in this RFQ, including the language in the contractual terms and conditions in Section V, must be included in the response submitted by the Proposer. Segregate such exceptions as a separate element of the response under the heading "Exceptions and Deviations."

E. Kendall County's Rights

Kendall County may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by Proposer, and require additional evidence of qualifications to perform the work described in this RFQ. Kendall County reserves the right to:

1. Reject any or all qualifications if such action is in the public interest.
2. Cancel the entire Request for Qualifications.
3. Issue a subsequent Request for Qualifications.
4. Remedy technical errors in the Request for Qualifications process.
5. Appoint evaluation committees to review qualifications.
6. Negotiate with any, all, or none of the RFQ respondents.

7. Reject and replace one or more subArchitect or Design Firms.

This RFQ does not commit Kendall County to enter into a contract, nor does it obligate Kendall County to pay for any costs incurred in preparation and submission of qualifications or in anticipation of a contract.

III. RESPONSE CONTENTS

Qualifications shall be prepared two-sided on 8-1/2" x 11" paper. Use of 11" x 17" fold-out sheets for large tables, charts or diagrams is permissible but should be limited. Index the response and sequentially number all pages throughout or by section.

The response must include, at a minimum, the following sections:

1. Transmittal Letter

Submitted on the firm's official business letterhead. The letter is to transmit the response and must identify all materials and enclosures being forwarded collectively as a response to this RFQ.

Include the contact information and identify who specifically will be the contact for questions regarding the response.

2. Firm Introduction

Provide a brief company history and organizational structure of the firm.

An outline of the firm's previous and current projects demonstrating qualifications to provide the scope of services requested by the RFQ.

Provide at least two references from each project used to demonstrate qualifications.

3. Team Introduction

An outline of the firm team personnel assigned to this project. Include staff resumes and current project assignments.

4. Work Plan and Organizational Chart

A detailed work plan that will identify the major tasks in each category in Attachment A – Scope of Services. Include the personnel classification performing the work, the number of hours anticipated for each category, and the total number of hours.

Include a Project organizational chart and general descriptions on firm approach to each category.

5. Schedule

Submit a project schedule showing key milestone dates as reflected in the work plan. For this response assume work can begin on March 1, 2022.

IV. RFQ TENTATIVE SCHEDULE

Kendall County will maintain this schedule for Responder selection:

Issue Request for Qualifications: January 19, 2022

Responses Due: February 7, 2022

Interviews with Project Team Week of February 7, 2022

Presentation to Committee of Whole February 10, 2022

Selection at the County Board meeting February 15, 2022

It is expected that no more than 2 firms will be requested to interview with the Project Team.

Additional details, scheduling, and interview questions will be provided to the firms to be interviewed.

V. SELECTION

Kendall County representatives will evaluate all qualifications received by the deadline.

The factors on which qualifications will be judged are:

1. Firm Qualifications

- Similar projects and scopes completed
- Current projects being managed
- Ability to complete project in a timely manner

2. Qualifications of Personnel Assigned to the Project

- Experience with similar projects
- Strength of organizational chart

3. Approach and Methodology

- Project team management
- Programming and Cost estimating
- Project communications

4. Demonstration of Project Understanding

- Completeness and clarity of the response
- Understanding the project objective and work tasks
- Proposed level of detail, documentation, and back-up material

[25]

- Project work plan and timeline
- Pricing

Selection of the AE Firm for this project will be based on the Request for Qualifications and criteria listed above.

No more than 2 firms from this process will be requested to interview with the Project Team. The interview panel will determine the final ranking of the firms.

Kendall County will award the contract to the firm that provides the County the “Best Value” for the work that addresses the needs of the County currently and in the future.

Should the county and the selected consultant fail to satisfactorily reach agreement to the work plan, including budget, the county may enter into negotiations with the respondent judged second in the evaluation process, or the county may re-advertise for proposals.

ATTACHMENT D - PROPOSAL FORMS

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EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFQ Number & Name _____

Responder Name (printed): _____

Address: _____ City, State, Zip: _____

Proposal Clarification Contact Person: _____ Telephone: _____

Email: _____

State of Incorporation: _____ Entity Type: _____

Federal Employer Identification Number (FEIN): _____

Any individual signing below hereby certifies they are an authorized representative of Responder and that:

1. Responder understands and accepts the requirements of this RFQ and all RFQ Documents. By submitting a Proposal, Responder agrees to be bound by all requirements and terms and conditions set forth in the RFQ Documents.
2. Responder acknowledges receipt of any and all Addenda to this RFQ.
3. Responder certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Responders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Responder acknowledges that by submitting this Proposal offer and signing in the space below, the Responder is contractually obligated to comply with all items in the RFQ Documents.

Authorized Signature

Date

(Printed Name and Title)

Email Address

EXHIBIT B - Proposal Form

RESPONDER'S NAME:

KENDALL COUNTY RFQ NUMBER: January 12, 2022

RFQ PROJECT NAME: Professional Design & Engineering Needs Assessment for Kendall County

1. COST OF WORK: The undersigned Responder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the RFQ Documents, hereby affirms and agrees to enter into a contract with Kendall County, Illinois to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work

FOR THE LUMP SUM OF _____ Dollars (\$ _____).

[Please include a breakdown of unit and total prices for items as required as an attachment to this Proposal Form.]

2. COSTS: The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County, Illinois for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the RFQ Documents.

3. PROFESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Responder's experience with this type of project, and these professional references are attached to this Proposal Form.

4. PROPOSAL BOND: All Responders are required to submit a Proposal surety with their Proposal. The amount of the Proposal surety shall be ten percent (10%) of the total Proposal price. The undersigned's Proposal bond is attached to this Proposal Form.

5. COMPLIANCE CERTIFICATIONS: By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT: The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ (Initials)

COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT: The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

_____ (Initials)

CERTIFICATION REGARDING RESPONDER ELIGIBILITY: The undersigned does hereby certify that it has not been barred from submitting a Proposal to RFQ's on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

_____ (Initials)

NON-COLLUSION AFFIDAVIT: The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

This Proposal Form and all attachments are respectfully submitted this _____ day of _____, 2022.

Responder's Name:

Mailing Address:

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

Website: _____

Type of Business Organization: *(Check the box that applies)*

- Sole Proprietor
- Corporation
- LLC
- Partnership
- Limited Partnership
- Other: _____

Signature of Authorized Representative:

Printed Name: _____

Title: _____

Attested by: _____

Title: _____

EXHIBIT D

Responder's Professional References

As part of their Proposal package, the Responder must provide at least three (3) professional/client references for services the Responder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name:

Contact Person's Name:

Telephone Number: _____

Facsimile Number:

Mailing Address: _____ Email:

Description and date(s) of services:

Reference #2:

Professional Reference Name:

Contact Person's Name:

Telephone Number: _____

Facsimile Number:

Mailing Address: _____ Email:

Description and date(s) of services:

Reference #3:

Professional Reference Name:

Contact Person's Name:

Telephone Number: _____

Facsimile Number:

Mailing Address: _____ Email:

Description and date(s) of services:



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: December 14, 2021

Amount: N/A

Budget: N/A

Issue: Petition 21-46 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 at 3485 Route 126 (PIN: 06-09-400-005) in Na-Au-Say Township

Background and Discussion:

The Petitioner would like the following amendments to the existing special use permit for a landscaping business: Change the Number of Employees Reporting to the Property from 40 to 15, Amend the Site Plan, and Remove the Restrictions Forbidding the Parking and Storing of Vehicles, Equipment, and Landscaping Materials Outdoors.

The record for the Petition can be found here, <https://www.co.kendall.il.us/home/showpublisheddocument/21673/637752621041270000>

At the zoning hearing, Dan Koukol, on behalf of his father Philip R. Koukol, testified against allowing outside storage of equipment and landscaping materials. He also requested a definition for landscaping business and excavating business. Also, Member Vickery questioned whether Baish Excavating was a landscaping business and questioned the County's ability to enforce restrictions in special use permits.

The proposed ordinance is attached. The existing special use permit is also attached.

Committee Action:

ZPAC-Approval with Conditions (8-0-2), RPC-Approval with Conditions (9-0-1), ZBA-Approval with Conditions (6-1), Na-Au-Say Township-No Comments, Village of Oswego-No Comments, Village of Plainfield-No Comments, Oswego Fire Protection District-Approval with Conditions, PBZ Committee-Denial (2-0-1-2)

Staff Recommendation:

Approval with Conditions; Petitioner was agreeable to the conditions proposed by the advisory boards, Oswego Fire Protection District, and Staff.

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: December 20, 2021 (Updated December 30, 2021)

ORDINANCE NUMBER 2022-_____

GRANTING MAJOR AMENDMENTS TO A SPECIAL USE PERMIT FOR A LANDSCAPING BUSINESS GRANTED BY ORDINANCE 2007-10 PERTAINING TO THE NUMBER OF EMPLOYEES, OUTSIDE STORAGE REQUIREMENTS, AND SITE PLAN ON PROPERTY ZONED A-1 AGRICULTURAL AT 3485 ROUTE 126 AND IDENTIFIED BY PARCEL IDENTIFICATION NUMBER 06-09-400-005 IN NA-AU-SAY TOWNSHIP

WHEREAS, Section 13:08 of the Kendall County Zoning Ordinance permits the Kendall County Board to issue special use permits, place conditions on special use permits, amend special use permits, and provides the procedure through which special use permits are granted and amended; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 5.5 acres located at 3485 Route 126 (PIN: 06-09-400-005) in Na-Au-Say Township. The legal description for the subject property 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, on March 20, 2007, the Kendall Board adopted Ordinance 2007-10 which granted a special use permit for the operation of a landscaping business at the subject property; and

WHEREAS, condition 1 of Ordinance 2007-10 set the maximum number of employees reporting to the subject property at 40; and

WHEREAS, condition 2 of Ordinance 2007-10 required that the site be developed in conformance with a site plan; and

WHEREAS, conditions 3 and 8 of Ordinance 2007-10 required that no equipment, vehicles, and non-growing landscaping materials be stored outdoors; and

WHEREAS, on or about October 19, 2021, Greg Dady on Behalf of DTG Investments, LLC, hereinafter be referred to as “Petitioner”, submitted a request for a major amendment to the special use permit granted by Ordinance 2007-10 by changing the number of employees reporting to the site, amending the site plan, and removing the requirement forbidding the storage of equipment, vehicles, and non-growing landscaping outdoors at the subject property; and

WHEREAS, on or about October 7, 2014, the Kendall County Board granted a special use permit for the operation of a cleanup restoration/service business at the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on November 18, 2021, the Kendall County Zoning Board of Appeals conducted a public hearing on December 13, 2021, at 7:00 p.m., in the County Boardroom, at the Kendall County Office Building located at 111 W. Fox Street in Yorkville, at which the Petitioner’s attorney presented evidence, testimony, and exhibits in support of the requested major amendment to an existing special use permit and zero members of the public testified in favor of the request and one member of the public testified in opposition; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the major amendment to an existing special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning

Board of Appeals, dated December 13, 2021, a true and correct copy of which is attached hereto as 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 Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of denial of the requested major amendment to an existing special use permit with conditions; 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 Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this major amendment to an existing special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; 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 Kendall County Zoning Board of Appeals attached hereto as 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 major amendments to an existing special use permit allowing the operation of a landscaping business on the subject property subject to the following conditions:
 - A. Conditions 1 (pertaining to number of employees), 2 (pertaining to the site plan), 3 (pertaining to outside storage of commercial vehicles), and 8 of Ordinance 2007-10 shall be repealed. The remaining conditions and restrictions in Ordinance 2007-10 shall remain in force and valid.
 - B. The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C. The property owner or operators of the business allowed by this special use permit may remove the frame residence, garage, wood frame machine shed, and corn crib without amending the site plan.
 - C. The owners of the business allowed by the special use permit shall maintain the parking areas shown on the site plan and in substantially the same location as depicted on the site plan attached hereto as Exhibit C. The parking area north of the building shall be gravel and the parking lot south of the building shall be asphalt. Any expansions of either parking lots shall require an amendment to the special use permit.
 - D. The building located on the northeast corner of the property inside the floodplain as shown on the site plan attached hereto as Exhibit C shall not be used as part of the business allowed by this special use permit.
 - E. The owners of the businesses allowed by this special use permit shall diligently monitor the property for leaks from equipment and vehicles parked and stored on the subject property and shall promptly clean up the site if leaks occur.

- F. Any new structures constructed or installed on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- G. Equipment and vehicles related to the business allowed by the special use permit may be stored outdoors.
- H. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
- I. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- J. Except for the purposes of loading and unloading, all landscape related materials shall be stored indoors or in the designated outdoor storage bins as shown on the site plan attached hereto as Exhibit C. The maximum height of the bins or “tents” shall be thirty feet (30’) and shall look substantial like the structures shown in Exhibit D. The maximum storage heights inside the storage bins shall be capped at twenty-five feet (25’). No miscellaneous storage of vehicles, machinery, or equipment shall occur in the storage bins.
- K. One (1) maximum four foot by eight foot (4’ X 8’) freestanding sign may be located on the subject property. The sign may be illuminated.
- L. No landscape waste generated off the property can be burned on the subject property.
- M. A maximum of fifteen (15) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work. No employees shall engage in the sale of landscaping related materials on the property.
- N. No retail customers of the business allowed by this special use permit shall be invited onto the property by anyone associated with the use allowed by this special use permit.
- O. The hours of operation of the business allowed by this special use permit shall be Monday through Saturday from 6:00 a.m. until 5:00 p.m. Business operations may occur outside the hours of operation in the event of bad weather and snow removal. The owners of the business allowed by this special use permit may reduce these hours of operation.
- P. The noise regulations are as follows:
 - Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.
 - Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

- Q. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
 - R. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
 - S. The conditions and restrictions contained in Ordinance 2014-29 shall be separate and enforceable from the conditions and restrictions contained in Ordinance 2007-10 and this major amendment to an existing special use permit.
 - T. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business, including but not limited, the public health protection standards for properties in the floodplain contained in the Kendall County Stormwater Management Ordinance.
 - U. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
 - V. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 3. This major amendment to an existing special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.
 - 4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of January, 2022.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16 ALL IN TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE CENTER LINE OF ILLINOIS ROUTE 126 BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 9; THENCE NORTH 1 DEGREE 36 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 260.00 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 53 SECONDS EAST, 335.00 FEET; THENCE SOUTH 1 DEGREE 39 MINUTES 11 SECONDS EAST, 677.39 FEET TO THE CENTER LINE OF SAID ROUTE 126; THENCE SOUTH 80 DEGREES 28 MINUTES 31 SECONDS WEST ALONG SAID CENTER LINE, 338.17 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 1 DEGREE 40 MINUTES 39 SECONDS WEST, ALONG SAID WEST LINE, 466.05 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS, EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 2001-24468, RECORDED DECEMBER 18, 2001.

(PERMANENT INDEX NUMBER 06-09-400-005-0000)

Exhibit B

The Kendall County Zoning Board of Appeals reviewed the Petition on December 13, 2021. Zero (0) members of the public testified in favor of the request and one (1) member of the public testified in opposition to the request. On the same date, the Kendall County Zoning Board of Appeals approved the following findings of fact by a vote of six (6) in favor and zero (0) in opposition with Member Vickery abstaining.

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The operation of the special use will not be detrimental to the public health, safety, morals, comfort, or general welfare provided that the operator of the business allowed by this special use permit develops the site according to the submitted site plan, follows the agreed upon hours of operation, and follows the Kendall County Inoperable Vehicle Ordinance, Kendall County Junk and Debris Ordinance, and Kendall County Stormwater Management Ordinance, and related ordinances.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Provided that the business operates as proposed, no injury should occur to other property and property values should not be negatively impacted.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. Adequate utilities exist on the site based upon the number of proposed employees at the property. No additional buildings are planned for the site. The Petitioners are aware that parking cannot occur in the front yard setback. Route 126 is a State maintained road and should be able to handle the traffic. The Petitioners are aware that floodplain exists on the property and certain materials cannot be stored in the floodplain per the Kendall County Stormwater Management Ordinance.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. This is true because the Petitioners are not asking for any variances.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. True, the proposed use is consistent with an objective found on Page 10-11 of the Kendall County Land Resource Management Plan which calls for “a strong base of agricultural, commercial and industry that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents.”

RECOMMENDATION

On December 13, 2021, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of six (6) in favor and one (1) in opposition.

Approval subject to the following conditions and restrictions:

1. Conditions 1 (pertaining to number of employees), 2 (pertaining to the site plan), 3 (pertaining to outside storage of commercial vehicles), and 8 of Ordinance 2007-10 shall be repealed. The remaining conditions and restrictions in Ordinance 2007-10 shall remain in force and valid.
2. The site shall be developed substantially in accordance with the submitted site plan. The property owner or operators of the business allowed by this special use permit may remove the frame

residence, garage, wood frame machine shed, and corn crib without amending the site plan.

3. The owners of the business allowed by the special use permit shall maintain the parking areas shown on the site plan and in substantially the same location as depicted on the submitted site plan. The parking area north of the building shall be gravel and the parking lot south of the building shall be asphalt. Any expansions of either parking lots shall require an amendment to the special use permit.
4. The building located on the northeast corner of the property inside the floodplain as shown on the submitted site plan shall not be used as part of the business allowed by this special use permit.
5. The owners of the businesses allowed by this special use permits shall diligently monitor the property for leaks from equipment and vehicles parked and stored on the subject property and shall promptly clean up the site if leaks occur.
6. Any new structures constructed or installed on the property shall not be considered for agricultural purposes and must secure applicable building permits.
7. Equipment and vehicles related to the business allowed by the special use permit may be stored outdoors.
8. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
9. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
10. Except for the purposes of loading and unloading, all landscape related materials shall be stored indoors or in the designated outdoor storage bins as shown on the submitted site plan. The maximum height of the bins or "tents" shall be thirty feet (30') and shall look substantial like the structures shown in submitted picture. The maximum storage heights inside the storage bins shall be capped at twenty-five feet (25'). No miscellaneous storage of vehicles, machinery, or equipment shall occur in the storage bins.
11. One (1) maximum four foot by eight foot (4' X 8') freestanding sign may be located on the subject property. The sign may be illuminated.
12. No landscape waste generated off the property can be burned on the subject property.
13. A maximum of fifteen (15) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work. No employees shall engage in the sale of landscaping related materials on the property.
14. No retail customers of the business allowed by this special use permit shall be invited onto the property by anyone associated with the use allowed by this special use permit.
15. The hours of operation of the business allowed by this special use permit shall be Monday through Saturday from 6:00 a.m. until 5:00 p.m. Business operations may occur outside the hours of operation in the event of bad weather and snow removal. The owners of the business allowed by this special use permit may reduce these hours of operation.
16. The noise regulations are as follows:

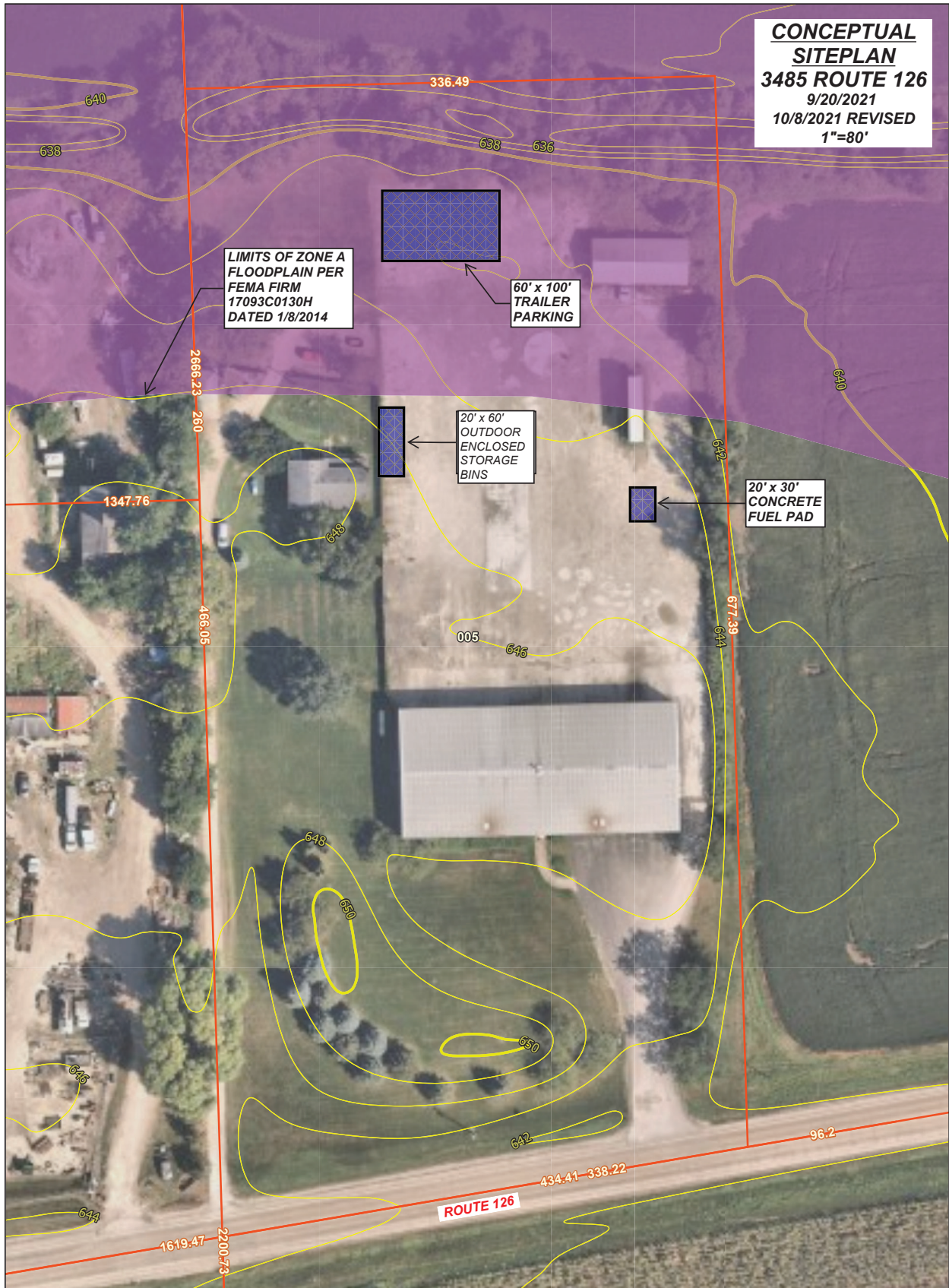
Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65)

dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

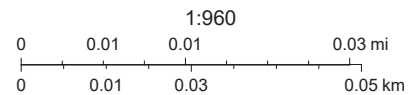
EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

17. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
18. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
19. The conditions and restrictions contained in Ordinance 2014-29 shall be separate and enforceable from the conditions and restrictions contained in Ordinance 2007-10 and this major amendment to an existing special use permit.
20. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business, including but not limited, the public health protection standards for properties in the floodplain contained in the Kendall County Stormwater Management Ordinance.
21. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
22. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
23. This special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.



September 20, 2021

- Parcel Lines
- 2018 Contours
- Parcels
- Contour
- Ownership Parcel
- Index Line
- USA Flood Hazard Areas
- 1% Annual Chance Flood Hazard



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06-09-400-005

OK

ORDINANCE NUMBER 2007 - 10

**GRANTING A SPECIAL USE
3485 ROUTE 126 COUNTRYSIDE LANDSCAPE SUPPLY**

WHEREAS, Triple B South d/b/a Countryside Industries, filed a petition for a Special Use within the A-1 district, for property located at 3485 Route 126 in Na-Au-Say Township; and

WHEREAS, said petition is to allow for the usage of the parcel for a wholesale landscape supply and contracting business; and

WHEREAS, said property is zoned A-1 Agricultural and the request is allowable upon issuance of a Special Use Permit per § 7.01.D.17 of the Kendall County Zoning Ordinance; and

WHEREAS, said property is legally described as follows:

That part of the west ½ of the southeast ¼ of Section 9 and part of the west ½ of the northeast ¼ of section 16 all in Township 36N, Range 8 east of the Third principal meridian, lying northerly of the centerline of Illinois Route No. 126 described as follows: beginning at the southwest corner of said southeast ¼ of Section 9; thence north 01 degrees, 36minutes, 40 seconds west along the west line of said southeast ¼, 260 feet; thence north 88 degrees, 44 minutes, 53 seconds east, 335 feet; thence south 01 degrees, 39 minutes, 11 seconds east, 677.39 feet to the centerline of said road; thence south 80 degrees, 28 minutes, 31 seconds, west along said centerline, 338.17 feet to the west line of said northeast 1/4; thence north 01 degrees, 40 minutes, 39 seconds west along said west line, 466.05 feet to the point of beginning, in the Township of NA-AU-SAY, Kendall County, Illinois (PIN 06-09-400-005)

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Special Use Hearing Officer; and

WHEREAS, the Kendall County Board finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance;

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a Special Use zoning permit for the use indicated in the recitals section of this Ordinance and as indicated on the submitted Site Enhancement Plan included as Exhibit "A" attached hereto and incorporated herein, subject to the following conditions:

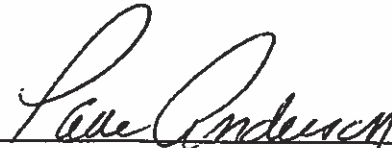
1. The maximum number of employees reporting to the site is 40.
2. The development of the site shall be in conformance with the submitted Site Enhancement Plan dated August 18, 2006 with a latest revision date of March 9, 2007.
3. All commercial vehicles used for the special use are to be stored inside an accessory structure when not in use.

4. No construction activity can take place on the portion of the subject parcel located in Section 9 of Na-Au-Say Township until such time that a detailed flood plain study has been forwarded to PBZ staff and Strand Associates, to ensure that there are no negative impacts to Aux Sable Creek.
5. A site development permit will need to be secured prior to construction of the proposed parking stalls demonstrating that the post construction elevations of that portion of the parking lot located within the flood plain as depicted on the existing FEMA FIRM maps dated July 19, 1982 (Community Map Panel 170341 0100 C) will not exceed the existing elevations of the existing grades on the site.
6. No construction activity shall take place and no permits (building, occupancy or site development) shall be issued for the subject parcel located in Section 9 of Na-Au-Say Township until such time that the required 15 foot Regional Trail easement, and the additional ROW along Route 126 per the previous Agreed Court Order, has been supplied and recorded.
7. All renovations to existing structures must conform to a commercial standard per the provisions of the Kendall County Building Code, including handicapped accessibility of the structures.
8. Other than the outside storage of non-growing landscaping materials, no outside storage shall be allowed on the site.
9. Occupancy in the existing residence will be restricted to an employee of the petitioner, for use as a caretaker's residence, and his/her immediate family members.
10. No composting will be done on-site. All grass clippings will be stored temporarily in a bin or dumpster and be hauled off the site periodically when the bin becomes full.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on March 20, 2007.

Attest:



Paul Anderson
Kendall County Clerk



John A. Church
Kendall County Board Chairman

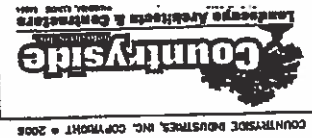
DATE	DESCRIPTION
8/15/08	PER COUNTY
10/23/08	PER COUNTY
1/28/07	PER COUNTY
1/13/07	PER COUNTY
2/13/07	PER COUNTY

**SOUTHERN FACILITY
SITE IMPROVEMENTS**

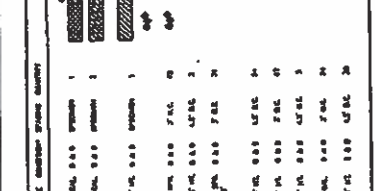
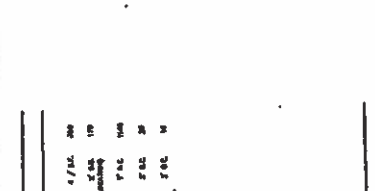
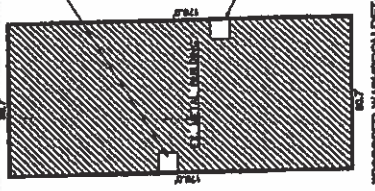
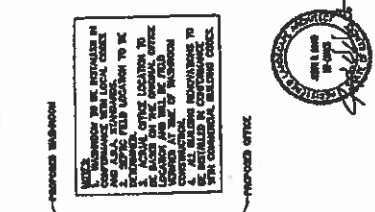
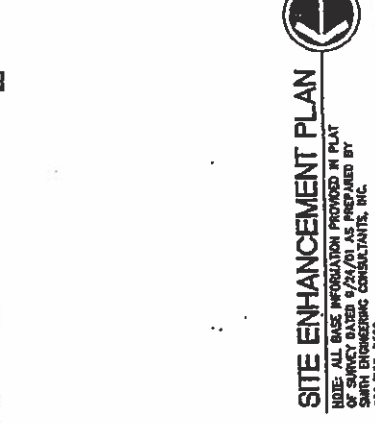
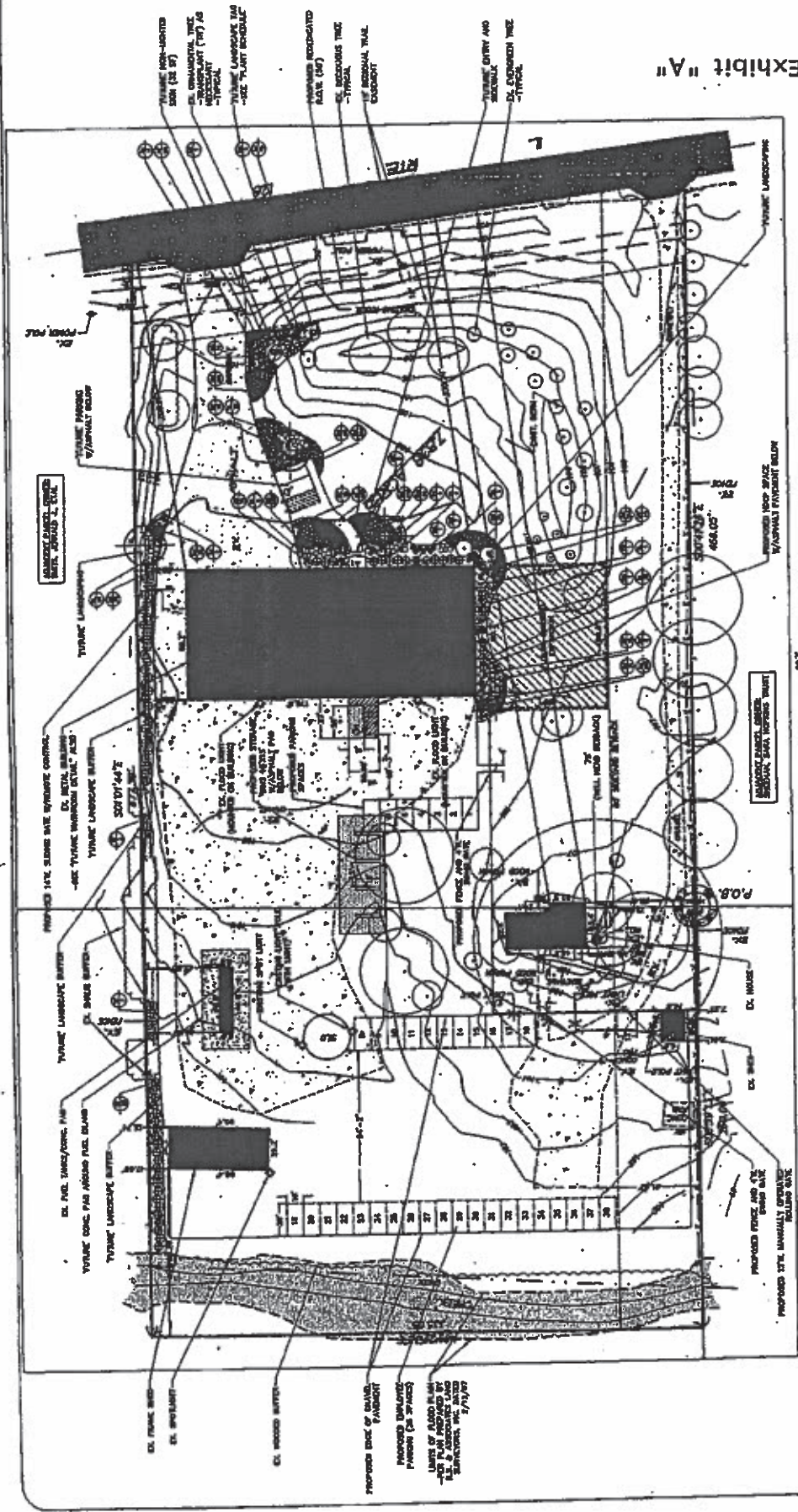
ROUTE 128
OSWEGO, ILLINOIS

**SITE ENHANCEMENT
PLAN**

SCALE: 1"=30'-0"
DATE: AUGUST 18, 2008
DESIGN: J. DAVITO, CHASE



PROJ. NO. OF
LS1



PLANT SCHEDULE

SYMBOL	DESCRIPTION	QUANTITY
1	12" DIA. BLACK IRON PIPE	1
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81	12" DIA. BLACK IRON PIPE	1
82	12" DIA. BLACK IRON PIPE	1
83	12" DIA. BLACK IRON PIPE	1
84	12" DIA. BLACK IRON PIPE	1
85	12" DIA. BLACK IRON PIPE	1
86	12" DIA. BLACK IRON PIPE	1
87	12" DIA. BLACK IRON PIPE	1
88	12" DIA. BLACK IRON PIPE	1
89	12" DIA. BLACK IRON PIPE	1
90	12" DIA. BLACK IRON PIPE	1
91	12" DIA. BLACK IRON PIPE	1
92	12" DIA. BLACK IRON PIPE	1
93	12" DIA. BLACK IRON PIPE	1
94	12" DIA. BLACK IRON PIPE	1
95	12" DIA. BLACK IRON PIPE	1
96	12" DIA. BLACK IRON PIPE	1
97	12" DIA. BLACK IRON PIPE	1
98	12" DIA. BLACK IRON PIPE	1
99	12" DIA. BLACK IRON PIPE	1
100	12" DIA. BLACK IRON PIPE	1

SITE ENHANCEMENT PLAN

NOTE: ALL BASE INFORMATION PROVIDED IN PLAN OF SURVEY DATED 4/27/08 AS PREPARED BY CHASE & ASSOCIATES, INC. CONSULTANTS, INC. 630/553-7580.



PROPOSED WASHROOM DETAIL

PROPOSED OFFICE

PROPOSED OFFICE

PROPOSED OFFICE

PROPOSED OFFICE

Exhibit "A"



COUNTY OF KENDALL, ILLINOIS
SCOTT GRYDER
COUNTY BOARD CHAIRMAN
LIQUOR CONTROL COMMISSIONER
COUNTY BOARD MEMBER • 2nd DISTRICT

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

January 18, 2022

To Local Tax Allocation Division:

The County of Kendall, Illinois is requesting, pursuant to the Reciprocal Agreement on Exchange of Information, the allocation remittance reports available to this local government for businesses registered in our jurisdiction for the current calendar year.

The following list of employees or individuals are authorized to view and electronically request the confidential information through the MyLocalTax portal:

Scott R. Gryder, County Board Chairman
Matt Kellogg, County Board Vice Chair and Finance Committee Chair
Scott Gengler, County Finance Committee Vice Chair
Scott Koepfel, County Administrator
Latreese Caldwell, Deputy County Administrator
Jennifer Karales, Financial Analyst
Jill Ferko, County Treasurer
Eric Weis, County State's Attorney

Sincerely,

Scott R. Gryder
Kendall County Board Chairman

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION
BETWEEN THE [TOWN][CITY][VILLAGE][COUNTY]
OF _____
AND THE
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the “Department”), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the “Reciprocal Agreement”) with the [Town][City][Village][County] of _____ (the [“Municipality”][“County”]) financial information obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Use Tax Act, and the Service Use Tax Act (the “Tax Acts”). For purposes of this Reciprocal Agreement, “financial information” means the following information for each retailer or serviceman in the [Municipality][County]: (1) the business name; (2) the business address; (3) the standard classification number assigned to the business; (4) net revenue distributed to the requesting [municipality][county] that is directly related to the requesting [municipality's][county's] local share of the proceeds under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act distributed from the Local Government Tax Fund, and, if applicable, any locally imposed retailers' occupation tax or service occupation tax; and (5) a listing of all businesses within the requesting [municipality][county] by account identification number and address.

It is further agreed that all information exchanged will be used only for the official purposes of the State and of the [Municipality][County] and shall be kept confidential in accordance with the Tax Acts. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to this Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The [Municipality][County] agrees to follow the procedures to protect the confidentiality of information provided in “Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information,” which is incorporated into this Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the [Municipality][County] unless and until the [Municipality][County] signs Attachment A.

It is agreed that only the chief executive officer of the [Municipality][County] will initiate a Reciprocal Agreement with the Department. Information provided to the [Municipality][County] under this Reciprocal Agreement may be shared with or viewed by only persons who are directly involved in the financial operations of the [Municipality][County], including [Municipal][County] employees, and persons, such as attorneys or accountants, retained by the [Municipality][County]. The information provided shall not, however, be shared with or viewed by any person who is compensated by the [Municipality][County] for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence. The chief executive officer shall provide the Department with a list of names and official titles of persons designated by him or her as persons exclusively authorized to request, view, or receive financial information on his or her behalf. The list shall be on [Municipal][County] letterhead and shall be signed by the chief executive officer. The information provided by the Department shall not be viewed by or shared with anyone who

is not on the list. Each person designated to request, view, or receive financial information must acknowledge to the Department that he or she received and reviewed this Reciprocal Agreement and understands the legal and contractual obligation to maintain the confidentiality of this information by signing and returning Attachment B, which attachment shall be incorporated into this Reciprocal Agreement. The Department agrees to provide the [Municipality][County] with a written list showing the names and official titles of Department employees designated by it to request, view, or receive financial information from the [Municipality][County]. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under this Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the [Municipality][County] unless and until the [Municipality][County] provides:

- a signed copy of this Reciprocal Agreement;
- a signed copy of Attachment A;
- a list of names and official titles of persons exclusively authorized to request, view, or receive financial information on [Municipal][County] letterhead, signed by the chief executive officer; and
- a completed and signed Attachment B for each person designated by the chief executive officer of the [Municipality][County] as authorized to request, view, or receive financial information.

It is further agreed that either party for administrative reasons may refuse to share information.

This Reciprocal Agreement may be canceled by either party at any time and will be canceled in the event of any unauthorized use or disclosure (verbally, in writing, or by any other means) of confidential financial information obtained pursuant to this Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such confidential financial information.

Illinois Department of Revenue

[Municipality][County]

Director

Chief Executive of the [Municipality][County]

Date

Clerk of the [Municipality][County]

Date

ATTACHMENT A

MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT ON THE EXCHANGE OF INFORMATION

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the “Reciprocal Agreement”) will be in writing, on letterhead of the [Municipality][County] and addressed to the Local Tax Allocation Division at the Illinois Department of Revenue (the “Department”).
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, e.g., locked file cabinet, closet, or desk that is only accessible by persons authorized under the Reciprocal Agreement to receive information. Any information stored in an electronic format shall be password protected and restricted to only those persons authorized under the Reciprocal Agreement to receive information.
3. Any [Municipality][County] that receives information under the Reciprocal Agreement will promptly notify the Department when a person who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the [Municipality][County] or otherwise is no longer authorized by statute or by the [Municipality][County] to receive the information.
4. Any [Municipality][County] that receives information under the Reciprocal Agreement will report to the Department any possible or suspected breach of confidentiality of the information as soon as possible, but no later than the close of business on the business day following the date of discovery.
5. The proper method for destruction of information that is no longer needed is shredding or destruction of the CDs.
6. Any [Municipality][County] that receives information under the Reciprocal Agreement will not share the information with or allow the information to be viewed by any person who is compensated by the Municipality or County for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence.

7. Any person who divulges confidential information in any manner, except in accordance with a proper judicial order or as otherwise provided by law, is guilty of a Class B misdemeanor with a fine not to exceed \$7,500.00 per disclosure. Confidential information includes any information collected by the Department from any return or investigation other than name and address of the taxpayer. Disclosure of confidential information to [Municipal][County] Employees, contractors, or vendors who are not explicitly authorized to view such information under the Reciprocal Agreement constitutes unauthorized disclosure.

8. Information received under the Reciprocal Agreement is exempt from disclosure under section 7(1)(a) of the Freedom of Information Act (FOIA). Section 11 of the Retailer's Occupation Tax Act (ROTA) specifically prohibits disclosure of this information. To ensure uniform responses among recipients of confidential tax information, a [Municipality][County] that receives a FOIA request for information received under the Reciprocal Agreement shall (a) deny the request pursuant to section 7(1)(a) of FOIA; (b) notify the Department of Revenue of the request; and (c) keep the Department apprised of any proceedings instituted to compel the release of information under FOIA.

The [Town][City][Village][County] of _____ agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement, which it has entered into with the Illinois Department of Revenue.

Signature

Title

Date