

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Tuesday, November 15, 2022 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Approval of a Resolution Celebrating 20 Years of the Veterans Assistance Commission of Kendall County (VACKC)
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from October 18, 2022
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$ 2,615,578.45
 - D. Approval of the Addendum to the Intergovernmental Agreement with Kane County for Juvenile Detention
 - E. Approval of the release of the March 16, 2022 Human Resources & Administration Executive Session Minutes
 - F. Approval of Petition 22-19 Request from Jairo Ortega for a Map Amendment Rezoning the Western 0.785 +/- Acres on the South Side of Route 52 Across from 2735 Route 52 (PIN: 09-15-300-024) in Seward Township from A-1 Agricultural District to R-1 One Family Residential District
 - G. Approval of Petition 22-23 Request from Mary Maly on Behalf of the Mary D. Maly Living Trust for the Revocation of a Special Use Permit for a Small Animal and Small Poultry Processing Plant at 16895 Lisbon Center Road, Newark (PIN: 07-08-100-011) in Big Grove Township; Property is Zoned A-1 Agricultural District with a Special Use Permit
 - H. Approval of 2022 Noxious Weed Annual Report
 - I. Approve Resolution approving low bidders, P.T. Ferro Construction in the amount of \$3,451,580.25 for Section 19-00149-00-PW, Ridge Road; and Curran Contracting Company in the amount of \$1,785,999.76 for Section 20-00159-00-TL, Galena & Kennedy intersection
 - J. Approval to Accept low bid from Arneson Oil Company to supply Kendall County with 14,000 gallons of unleaded gas and 20,000 gallons of diesel fuel for the period 12-1-22 to 11-30-23 in the total amount of \$119,202
 - K. Approve Resolution to acquire and dispose of real estate for the Collins Road Extension
 - L. Approval to Adopt the 2022 – 2042 Long Range Transportation Plan for Kendall County
 - M. Approval of a natural gas agreement with Constellation Energy, for the smaller accounts, with a 100% fixed rate of \$0.6500/therm for a 60 month term starting December 1, 2022
 - N. Approval of a natural gas agreement with Constellation Energy, for the larger account, with a 100% fixed rate of \$0.6000/therm for a 60 month term starting August 1, 2023
8. Executive Session
9. Old Business
10. New Business
 - A. Approval of an Ordinance Amending the Kendall County Board Rules of Order Pertaining to Agenda, Standing Committees, Committee Powers, County Board Liaisons, County Board Members Salary, County Board Chairman and Liquor Control Commissioner Compensation, and Mileage Reimbursement and Health Insurance
 - B. Approval of a Professional Services Agreement between Kendall County and Lit Communities for Grant Services in an amount of \$47,500
11. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
 - I. Regional Office of Education
12. Standing Committee Reports
 - A. Finance
 1. Approval of an Ordinance Approving the Kendall County Fiscal Year 2022-23 Budget and Appropriations
 2. Approval of an Ordinance Approving Budget Amendment Number 2 for the Kendall County Fiscal Year 2021-22 Annual Budget and Appropriations

- B. Administration HR
 - 1. Approval of Property, Liability, Worker Compensation Insurance with ICRMT and Cyber Liability Insurance with Coalition for a total amount of \$717,303
- C. Facilities
 - 1. Approval of a Master Architect/Engineer & Construction Manager (AE/CM) Agreement between Kendall County and Cordogan Clark for a term of 5 years
 - 2. Approval of Kendall County Phase One Capital Improvements Projects Proposal with Cordogan Clark
- 13. Special Committee Reports
- 14. Other Business
- 15. Chairman's Report
- 16. Public Comment
- 17. Questions from the Press
- 18. Executive Session
- 19. Adjournment

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday October 18, 2022 at 9:00 a.m. The Clerk called the roll. Members present: Scott Gryder, Amy Cesich, Brian DeBolt, Scott Gengler, Judy Gilmour, Dan Koukol, Ruben Rodriguez and Robyn Vickers. Member(s) absent: Elizabeth Flowers and Matt Kellogg.

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

THE AGENDA

Member Rodriguez moved to remove item 12 (B) (2) from the agenda. Member Gengler seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Nate Kloster

Nate Kloster, Executive Director received a 10-year recognition for being with the Kendall Area Transit and Voluntary Action Center.

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

PUBLIC COMMENT

Margaret Sheehan spoke about vote by mail ballots, provisional ballots, and public test.

John Purcell thanked the Sheriff.

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A.** Approval of County Board Minutes from September 20, 2022; **B.** Standing Committee Minutes Approval; **C.** Approval of Claims in an amount not to exceed \$786,294.40; **D.** Approval of the Release of Executive Session Minutes from the Finance Committee on February 10, 2022 & October 14, 2021; **E.** Approval of 2023 Noxious Weed Work Plan; **F.** Approval of the Release of Executive Session Minutes from the Planning, Building and Zoning Committee on October 6, 2022; **G.** Approve Chicago HIDTA Contract with Clear Channel Outdoor for Opioid Awareness Campaign, with Kendall County as the Fiduciary Agent, for digital bulletins for 1 year not to exceed \$124,999.94; **H.** Approve Chicago HIDTA Finance Assistant Service contract amendment with Kendall County as the Fiduciary Agent effective December 2, 2022 through December 1, 2025, in the annual amount of \$92,761.98 with an annual increase of 2.5%; **I.** Approve Chicago HIDTA Finance Assistant Service contract amendment with Kendall County as the Fiduciary Agent effective December 2, 2022 through December 1, 2025, in the annual amount of \$92,761.98 with an annual increase of 2.5%; **J.** Approval of the Kendall County 2024 Wellness Plan; **K.** Approval of GIS Developer Job Description; **L.** Approval of Kendall Area Transit 5310 Grant Application; **M.** Approval of Gjovick Ford as the Low Bidder for a Vehicle Maintenance Contract for the Kendall County Sheriff's Office for a Period of Two Years. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$1,004.09; ANML CNTRL WRDN \$1,820.74; ASSMT \$48,872.04; CAP EXPEND \$15,000.00; CIR CT CLK \$35.36; CIR CRT JDG \$4,265.09; COMB CRT SVS \$1,255.11; CORONR \$2,339.21; CORR \$920.87; CNTY BRD \$63,422.43; CNTY CLK \$973.76; HIGHWY \$26,426.70; TREASR \$3,681.19; ELECTION \$25,820.81; EMA DIR \$159.05; EMA \$2,465.42; FCLT MGMT \$37,370.14; GIS \$2,712.57; HLTH & HMN SRV \$204,354.59; JURY \$115.16; MERIT \$657.00; PBZ \$1,459.48; PRSD JDGE \$4,980.00; PROB SPVSR \$7,354.69; ROE \$10,544.28; SHRF \$50,364.00; ST ATTY \$2,200.29; TECH \$9,117.70; TREASR \$624.28; UTIL \$22,457.01; VET \$2,687.37; FP \$115,008.83; SHF \$40,605.07; SHF \$44,205.07; CORON \$14,890.00; CNTY BRD \$15,000.00; Jury \$1,125.00

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird spoke about the community events, personnel and the Safe-T Act communications.

County Clerk

Revenue Report

9/1/22-9/30/22

9/1/21-9/30/21

9/1/20-9/30/20

Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$706.00	\$1,181.50	\$1,218.50
MARFEE	County Clerk Fees - Marriage License	\$2,760.00	\$2,790.00	\$3,090.00
CIVFEE	County Clerk Fees - Civil Union		\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$65.00	\$30.00	\$70.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,152.00	\$2,328.00	\$2,025.00
NOTARY	County Clerk Fees - Notary	\$20.00	\$265.00	\$275.00
MISINC	County Clerk Fees - Misc	\$77.00	\$24.50	\$78.00
	County Clerk Fees - Misc Total	\$5,780.00	\$6,619.00	\$6,756.50
RECREE	County Clerk Fees - Recording	\$25,483.00	\$40,543.00	\$41,261.00
	Total County Clerk Fees	\$31,263.00	\$47,162.00	\$48,017.50
CTYREV	County Revenue	\$53,482.75	\$57,006.75	\$44,241.00
DCSTOR	Doc Storage	\$14,809.00	\$23,874.50	\$24,222.50
GISMAP	GIS Mapping	\$47,010.00	\$75,632.00	\$76,680.00
GISRCD	GIS Recording	\$3,134.00	\$5,042.00	\$5,112.00
INTRST	Interest	\$37.71	\$27.98	\$26.67
RECMIS	Recorder's Misc	\$3,558.25	\$1,294.50	\$14,880.25
RHSP	RHSP/Housing Surcharge	\$12,708.00	\$21,267.00	\$21,933.00
TAXCRT	Tax Certificate Fee	\$320.00	\$400.00	\$600.00
TAXFEE	Tax Sale Fees		\$55.00	
PSTFEE	Postage Fees		\$0.00	

CK # 19547 To KC Treasurer \$166,322.71 \$231,761.73 \$235,712.92
 County Clerk, Debbie Gillette spoke about Vote by Mail ballots and early voting numbers and the start of early voting at the Oswego locations.

Treasurer

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
 FOR TEN MONTHS ENDED 09/30/2022

	Annual Budget	2022 YTD Actual	2022 YTD%	2021 YTD Actual	2021 YTD %
REVENUES*					
Personal Property Repl. Tax	\$465,000	\$1,019,144	219.17%	\$467,877	119.97%
State Income Tax	\$2,574,336	\$3,257,798	126.55%	\$2,557,437	111.20%
Local Use Tax	\$950,000	\$686,478	72.26%	\$701,580	78.00%

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State Sales Tax	\$583,000	\$619,796	106.31%	\$445,512	84.10%
County Clerk Fees	\$350,000	\$310,349	88.67%	\$455,147	140.00%
Circuit Clerk Fees	\$1,250,000	\$982,608	78.61%	\$984,518	80.70%
Fines & Foreits/St Atty.	\$275,000	\$297,606	108.22%	\$206,299	75.00%
Building and Zoning	\$75,000	\$105,529	140.71%	\$115,071	169.20%
Interest Income	\$40,000	\$169,108	422.77%	\$19,285	19.30%
Health Insurance - Empl. Ded.	\$1,588,649	\$1,014,928	63.89%	\$227,560	15.50%
1/4 Cent Sales Tax	\$3,228,750	\$2,978,852	92.26%	\$2,601,364	84.60%
County Real Estate Transf Tax	\$450,000	\$507,151	112.70%	\$525,492	116.80%
Federal Inmate Revenue	\$1,898,000	\$1,240,640	65.37%	\$1,371,200	67.10%
Sheriff Fees	\$115,000	\$80,846	70.30%	\$64,656	46.20%
TOTALS	\$13,842,735	\$13,270,832	95.87%	\$10,742,999	84.30%
Public Safety Sales Tax	\$5,512,500	\$5,533,300	100.38%	\$4,530,668	86.30%
Transportation Sales Tax	\$6,000,000	\$5,533,300	92.22%	\$4,530,668	86.30%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 10 months the revenue and expense should at 83.33%
Treasurer, Jill Ferko spoke about the tax sale and the number of delinquent tax bills.

Clerk of the Court

Clerk of the Court Matt Prochaska reviewed the monthly report.

State's Attorney

State's Attorney Eric Weis spoke about the Juvenile Justice presentation on the dangers of the worldwide web, Safe-T Act and standards by the Supreme Court – cases moving quicker and trying more cases.

Coroner

Coroner Jacquie Purcell reviewed the monthly report. Take back event scheduled for October 29, 2022.

Health Department

Executive Director Rae Ann VanGundy presented a COVID-19 Booster FAQ sheet.
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STANDING COMMITTEE REPORTS

Planning Building & Zoning

Petition 22-01

Members, Senior Planner Matt Asselmeier and the attorney for the petitioner discussed fees and compliance issues for Petition 22-01.

Member DeBolt moved to continue the motion approve Petition 22-01, a Request from Jose and Silvia Martinez for a Special Use Permit for a Landscaping Business, Variance to Section 7:01.D.30.b to Allow a Landscaping Business a Non-State, County, or Collector Highway as Defined by the Kendall County Land Resource Management Plan, and Variance to Section 11:02.F.7.b of the Kendall County Zoning Ordinance to Allow a Driveway Zero Feet from the Southern Property Line at 1038 Harvey Road (PINs: 03-12-100-004 and 03-12-100-013) in Oswego Township; Property is Zoned A-1 Agricultural District Motion dies due to lack of a second to the motion.

Member Cesich moved to approve Petition 22-01, a Request from Jose and Silvia Martinez for a Special Use Permit for a Landscaping Business, Variance to Section 7:01.D.30.b to Allow a Landscaping Business a Non-State, County, or Collector Highway as Defined by the Kendall County Land Resource Management Plan, and Variance to Section 11:02.F.7.b of the Kendall County Zoning Ordinance to Allow a Driveway Zero Feet from the Southern Property Line at 1038 Harvey Road (PINs: 03-12-100-004 and 03-12-100-013) in Oswego Township; Property is Zoned A-1 Agricultural District with the modification of items 2A and 2N to replace the words 90 days with 270 days. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include DeBolt, Gryder and Rodriguez. Members voting nay include Cesich, Gengler, Gilmour, Koukol and Vickers. **Motion failed 3-5.**

RECESS

Highway

Morgan Creek Drainage MOU

Member Cesich moved to approve the Memorandum of Understanding between Kendall County, Illinois and the Morgan Creek Drainage District. 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 IGAM 22-44 is available in the Office of the County Clerk.

Law Justice & Legislation

Safe-T Act

Member Gilmour moved to approve the Resolution Supporting Continued Efforts to Resolve Public Safety Concerns with the Safe-T Act. Member Koukol seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 22-32 is available in the Office of the County Clerk.

OTHER BUSINESS

County Administrator, Scott Koeppel spoke about drafting agreements with Village of Oswego for Wolf Crossing Project, Village of Montgomery for Boulder Hill Water Project and City of Yorkville and Drainage Districts for Water Project.

Chairman's Report

November 29th at 6:00pm Special Meeting.

ADJOURNMENT

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

Approved and submitted this 20th day of October, 2022.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

Co Board 10/18/2022

HIGHWAY COMMITTEE MINUTES

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

The committee meeting convened at 3:32 P.M. with roll call of committee members. Gryder and Cesich absent. Quorum established.

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

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

Cesich arrived to the meeting

Klaas presented the bid results of the bid opening on October 28, 2022 for two projects: Ridge Road from Theodore Street to Caton Farm Road; and the intersection improvement at Galena Road and Kennedy Road. All bidders were below the engineer's estimate on the Ridge Road project. Two bidders were below and two bidders were above the estimate for the Galena / Kennedy intersection. DeBolt asked when the work would begin. Klaas stated that the work won't begin until next spring; but the projects were bid out this fall due to the long lead times for traffic signal equipment. Motion DeBolt; second Gengler to recommend approval of the resolution approving low bidders, P.T. Ferro Construction in the amount of \$3,451,580.25 for Section 19-00149-00-PW, Ridge Road; and Curran Contracting Company in the amount of \$1,785,999.76 for Section 20-00159-00-TL, Galena & Kennedy intersection. By roll call vote, motion approved unanimously.

Motion Cesich; second Gengler to recommend approval of the low bidder, Arneson Oil Company, to supply Kendall County with 14,000 gallons of unleaded gas and 20,000 gallons of diesel fuel for the period 12-1-22 to 11-30-23 in the total amount of \$119,202. Kellogg asked if the diesel fuel was all on-road blend, and Klaas confirmed that it was. DeBolt asked Klaas if he thought there would be any trouble getting diesel fuel. Klaas did not think there would be any problems. By roll call vote, motion approved.

Motion DeBolt; second Cesich to recommend approval of a resolution to acquire and dispose of real estate for the Collins Road Extension. Klaas described the resolution, which provides that Kendall County will acquire over 5 acres of new right-of-way for the Collins Road Extension from DJJ Farming – at an appraised value over \$133,000 – at no cost to the County, while giving back to DJJ Farming a one-acre parcel appraised at just \$25,000. Assistant State's Attorney has reviewed this matter, and has prepared the necessary paperwork to take to the County Board, assuming the Highway Committee was comfortable in moving forward. Motion approved unanimously.

The 2022 – 2042 Long Range Transportation Plan was presented to the Committee. Klaas highlighted Exhibits 5, 6, and 7 of the plan, which totals nearly \$300 million of expenditures over the 20-year period. He indicated that the majority of improvements were in the north and east parts of the county, where the population and busiest roadways are located. Corridors like Ridge Road, Plainfield Road, Orchard Road and Galena Road will see the most improvements. Cesich commented on the how amazing the new Eldamain project is progressing. Gengler asked if there was money programmed for the Orchard Road Bridge. Klaas stated that there is a proposed bridge widening in the Plan, with an estimated cost of \$7 million. Upon further review, motion DeBolt; second Cesich to recommend approval of the Long Range Plan to the County Board. Motion approved unanimously.

Motion DeBolt; second Gengler to forward Highway Department bills for the month of November in the amount of \$147,148.42 to the Finance Committee for approval. Kellogg asked about the payments to several individuals for damage to tires and rims. Klaas stated that the Highway Department had replaced a culvert on Plainfield Road, and it experienced a large settlement. There were several police reports filed, and they all indicated that the County was at fault; so Highway Department paid for the repairs. By roll call vote, motion approved unanimously.

Motion DeBolt; second Kellogg, to adjourn the meeting at 3:52 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Resolution approving low bidders, P.T. Ferro Construction in the amount of \$3,451,580.25 for Section 19-00149-00-PW, Ridge Road; and Curran Contracting Company in the amount of \$1,785,999.76 for Section 20-00159-00-TL, Galena & Kennedy intersection
2. Accept low bid from Arneson Oil Company to supply Kendall County with 14,000 gallons of unleaded gas and 20,000 gallons of diesel fuel for the period 12-1-22 to 11-30-23 in the total amount of \$119,202
3. Resolution to acquire and dispose of real estate for the Collins Road Extension
4. Adopt the 2022 – 2042 Long Range Transportation Plan for Kendall County

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING MINUTES
Thursday October 6, 2022

CALL TO ORDER – Committee Chair Elizabeth Flowers called the meeting to order at 5:00 p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Here		
Scott Gengler	Here		
Judy Gilmour	Here		
Dan Koukol	Here		
Robyn Vickers	Absent		

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

Employees in Attendance: Scott Koeppel, Latreese Caldwell, Tina Dado, Bob Jones, Jill Ferko,

Others in Attendance: None

APPROVAL OF AGENDA – Motion made by Member Koukol, second by Member Gengler approved the agenda. **With four members voting aye the motion passed by a 4-0 vote.**

APPROVAL OF MINUTES – Motion made by Member Koukol, second by Member Gengler to approve the August 17, 2022 minutes. **With four members present voting aye the motion passed 4-0.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS –

Mr. Koeppel briefed the committee that the health insurance renewal amount is higher than it was initially thought to be. Initially was thought to be a 12% increase, this is the number that is in budget, he just was informed it was 19.5 %. Horton is confident that through negotiations with Blue Cross/Blue Shield they will be able to get that number closer to the original estimate increase of 12%.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- ***First Agenda Item – Discussion of Kendall County HR Department***
 Scott Koeppel lead the discussion and directed the board members to page 7 of the packets for his memo on the need to create a centralized HR department.
 Matt Kellogg and Scott Koeppel meet with several officials from DuPage and Kane counties on how they run their HR. Both counties currently have centralized HR departments and talked with them about their methodology. Discussion also with State’s

Attorney office who also felt that they were fielding issues that didn't rise to the need of State Attorney review but would be best handled by an HR department. Employees have expressed that they didn't know who to go to for HR matters or were uncomfortable going to certain people when issues pop-up.

Administration staff is recommending a centralized Human Resources Department that reports to the Human Resources and Administration Committee. The department will be led by a director that reports to the County Administrator. The suggested Human Resources Department would function like the Facilities and ICT Departments.

Board members were given the following four options:

1. Continue operating Human Resources functions with current practices.
2. Create a Human Resources Department and transfer duties from departments and elected offices.
3. Transfer Human Resources duties from departments and elected offices to the Treasurer's Office.
4. Create a Human Resources Department that does not include Payroll (3 employees). Payroll remains in the Treasurer's Office.

Scott Koeppel's memo reflected how Kendall County HR functions are spread across different departments and elected offices. The memo discussed how DuPage and Kane County structure their HR and best practices used for their employees. Some of the counties have separate Finance Departments for payroll and some are under the HR Department. Mr. Koeppel explained that Kendall County does not currently have a Finance Department, functions spread out over several departments (Admin, Treasurer, Clerks Office) but the finance functions are working really well under this structure. Treasurer Jill Ferko discussed her opinion on wanting to keep payroll and benefits in her department, and that she felt that her staff has performed these duties well for the County employees. She would like to see HR under Treasurer's Office set up similar to Clerk/Recording office; establishing two separate areas Treasurer and HR. She indicated that she is on board with hiring a HR director as her office does not handle all of the other duties that are needed by employees. She indicated no one currently in her office has the credentials to take over those HR duties. Discussion ensued as to the pros and cons of establishing an HR department including costs, personal issues, best practices, and where those functions/duties should reside. Discussion ensued if HR should be under the County Board and not under an elected official's office. Latreese Caldwell gave the board more information on the history of how benefits were handled in the past and how these functions were performed. She asked the board to look at the Tyler-Munis system and how it is set-up; it is an integrated system and has functions set-up that we are currently not using. With no consensus that was reached on this discussion it was asked to be moved to the next Committee of the Whole.

Motion to send the discussion of Kendall County HR Department to next Committee of the Whole on October 13, 2022 by Member Koukol, second by Member Gengler. **With four members voting aye the motion passed by a 4-0 vote.**

- ***Second Agenda Item – Discussion of GIS Developer Job Description***
Discussion ensued for the need to change the duties of one of the employees to GIS Developer. The job has changed significantly. All the GIS is in the Amazon cloud, it provides for better security and we don't have to buy and maintain servers. Josh is our most talented employee with work on (Amazon) servers and cloud services and cloud work. We want to increase Josh's role. He updates the county's information daily he has automated several tasks. He is working with KenCom on their maps, looking to create a system with Brian Holdiman and Matt to use when they are doing their investigations in PBZ to tie them back to the map, store them, and not have to purchase a software system. We no longer need to contract with a company skilled in EZRI. We have additional duties with helping to maintain next- generation 911 with KenCom. Josh has become more than a mapping person. He is an IT person.

Motion by Member Gilmour to send the GIS Developer Job Description to next County Board meeting on October 18, 2022 under the consent agenda, second by Member Gengler. **With four members voting aye the motion passed by a 4-0 vote.**

- ***Third Agenda Item – Discussion and Approval of 2024 Kendall County Wellness Plan***
Wellness Plan the County Board approves where employees have to go to the doctor and turn in their benefit form. Have to adopt the program ahead of the Benefits Fair and December 1.

Motion by Member Gengler to send 2024 Kendall County Wellness Plan to next County Board Meeting on October 18, 2022 under the consent, second by Member Koukol. **With four members voting aye the motion passed by a 4-0 vote.**

EXECUTIVE SESSION – Member Gengler made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2/21, second by Member Gilmour.

Roll Call

Attendee	Status
Elizabeth Flowers	aye
Scott Gengler	yes
Judy Gilmour	yes
Dan Koukol	yes
Robyn Vickers	absent

ITEMS FOR October 13, 2022 COMMITTEE OF THE WHOLE

- *Discussion of Kendall County HR Department*

ACTION ITEMS FOR COUNTY BOARD

- GIS Developer Job Description – Consent Agenda
- 2024 Kendall County Wellness Plan – Consent Agenda

ADJOURNMENT – Member Gengler made a motion to adjourn the meeting, second by Member Koukol. **With four members present voting yes, the meeting adjourned at 5:54 p.m.**

Respectfully Submitted,

Sally A. Seeger
Administrative Assistant

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 November 7, 2022 – Unofficial until Approved

CALL TO ORDER

The meeting was called to order by Chairman Gengler at 6:31 p.m.

ROLL CALL

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

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Jim Williams, and Jairo Ortega

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Vickers, to approve the minutes of the October 6, 2022, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

Jim Williams, Boulder Hill Resident, provided a history of code enforcement in Boulder Hill. He would give the County's code enforcement a D. He complained about parties getting extensions from the Department and the courts. He noted that the Committee's meeting at the Boulder Hill School was a highly attended meeting. He complained about cars not getting moved. He also said that people do not know how to file complaints.

EXPENDITURE REPORT

The Committee reviewed the expenditure report. Mr. Asselmeier noted that invoice to pay WBK Engineering to review the Kendall County Stormwater Management Ordinance in relation to the State's new model floodplain ordinance was paid in full as requested by the Committee at their October meeting. He also discussed the meetings with the Department and residents of Boulder Hill with Oswego Township.

PETITIONS

Petition 22-19 Jairo Ortega

Mr. Asselmeier summarized the request.

In February 2022, the Petitioner and his wife purchased the property across from 2735 Route 52 from Tri-Star Development, Inc. Prior to the sale, on September 21, 2021, through Ordinance 2021-18, the County Board rezoned a majority of the property to R-1. A portion of the Petitioner's property was not included in the 2021 rezoning and the Petitioner would like to rezone the remainder (approximately 0.785 acres) to R-1 in order for the property to have one (1) zoning classification. The Petitioner wishes to construct a house on the property.

Chairman Gengler asked about Seward Township's reasons for opposing the request. The Township's reasons were:

The property is heavily wooded and immediately surrounded to the north, west and southwest by floodplain. This is a direct watershed to the protected Aux Sable Creek.

The property is adjacent to the Conservation Foundation land and the Forest Preserve.

There is currently minimal enforcement throughout the County to make sure dumping and other activities within the dense wooded areas does not take place. We already have this exact same problem near the Aux Sable Creek as well as other similar areas in the Township which has been happening for many years. It does not make sense to add to the problem again on Rt. 52 next to a Forest Preserve and Conservation Land.

The property is located along Rt. 52 with heavy traffic (including more trucks every day) near the Aux Sable Creek bridge. The addition of another driveway at this location will increase the likelihood of a bad accident near the bridge and entrance to Bakers Woods Forest Preserve. This is one of the reasons that Seward Township moved its location years ago to O'Brien Rd away from the Aux Sable Creek and bridge.

The Seward Township Planning Commission and Board have agreed to propose a revised Land Use Map to the County for review that will change this property and a good portion of the remainder of the Township back to Ag Use on the Future Land Use Map. Currently the entire Seward Township is shown as Residential and Commercial with no Ag Use at all. This does not match with the goals of the residents of Seward Township. It would be disingenuous of our planning commission to vote in favor of this zoning change when at the same meeting they have approved the land use change on the Future Land Use Map which will be sent for review to the County.

Last and foremost, it is our opinion that the best use for this piece of land is not Residential. It is our opinion that the best use is to be kept Ag zoning.

The email outlining the Seward Township's reasons for denial was provided.

Mr. Asselmeier said that Seward Township decide not submit a formal objection to the request.

Member Koukol asked if the Petitioner owned the adjoining properties. Mr. Asselmeier responded no.

Member Koukol asked if there was any floodplain in the area. Mr. Asselmeier responded that the location where the Petitioner would like to construct the house was not in the floodplain. There is floodplain in the vicinity west and south of the subject property.

Member Gilmour asked if a driveway existed at the property. Mr. Asselmeier said a driveway was not located at the property. The Petitioner would have to get permission from the Illinois Department of Transportation to install an access point. The Illinois Department of Transportation submitted an email with no comments on the proposal. The email was provided.

Member Koukol asked the Petitioner what type of house would be constructed at the property. Jairo Ortega, Petitioner responded that he planned to construct one (1) single-family home on the property for his family.

Discussion occurred regarding the current and projected taxes on the property.

Member Koukol made motion, seconded by Member Vickers, to recommend approval of the map amendment.

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

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

Petition 22-23 Mary Maly on Behalf of the Mary D. Maly Living Trust

Mr. Asselmeier summarized the request.

On November 19, 2013, the Kendall County Board granted a special use permit for a small animal and small poultry processing plant at the subject property. Ordinance 2013-20 was provided.

Ordinance 2013-20 required the site to be developed in accordance to a site plan. Condition 14 required fifty feet (50') of the driveway to be tar and chipped within five (5) years of the approval of the special use permit. Condition 19 required the site to be assessed as industrial for tax purposes.

The Petitioner does not want to tar and chip the driveway and they do not want the property to be assessed as industrial; the property has not been assessed as industrial.

On October 14, 2022, the Petitioner submitted 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 Vickers made motion, seconded by Member Gilmour, to recommend approval of the revocation of the special use permit.

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

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

NEW BUSINESS

Recommendation on 2022 Noxious Weed Annual Report

Mr. Asselmeier summarized the request.

Kendall County is required by Illinois law to submit a Noxious Weed Annual Report to the State by December 1st of each year. The proposed 2022 Noxious Weed Annual Report was provided.

During 2022, the Kendall County, Planning, Building and Zoning Department received zero complaints of noxious weeds. In 2021 and 2020, the Department also received zero complaints. The Village of Oswego's information was included in the Report. None of the other municipalities reported noxious weeds in 2022.

Member Koukol made a motion, seconded by Member Vickers, to recommend approval of the meeting Annual Report.

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

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

Special Use Permit Enforcement Update

Mr. Asselmeier provided the following updates:

1. Ordinance 2009-25-Special Use Permit for a Specialty Gift Store at 7275 Route 34
Issue: Condition 1 requires an annual inspection. During site visits in 2021 and 2022 the business appeared to have ceased. Efforts to contact the property owner to see if they would like to retain the special use permit have been unsuccessful.
How Department Became Aware of Potential Violation: Annual Inspection
Current Status: Staff requested guidance as to how to proceed. The consensus of the Committee was to place a letter at the property asking the owner if they would like to retain the special use permit and giving the owner one (1) additional month to respond.
2. Ordinance 2006-09-Special Use Permit for Additional Non-Family Employees in a Home Occupation at 14816 Galena Road (Business Address) and 14870 Galena Road (Home Address)
Issue: Condition 10 requires the business to be a manufacturer of plaster or cement mantels and similar architectural components.
How Department Became Aware of Potential Violation: Annual Site Visit
Current Status: Property owner was mailed a letter to confirm business operations; property owner has until November 24, 2022, to respond. Member Koukol indicated that the business was different than the type of business allowed by the special use permit.
3. Ordinance 1987-25-Special Use Permit for a Church Camp at 1626 Route 31 (Camp Quarryledge)
Issue: Various conditions require the use to be connected to a church camp use, including the name "Camp Quarryledge".
How Department Became Aware of Potential Violation: Contacts from Potential Buyers of the Property
Current Status: Property is pending annexation to the Village of Oswego as a health camp/education center; annexation likely will be complete in November or December 2022.
4. Ordinance 2022-09-Special Use Permit for a Kennel at 3601 Plainfield Road
Issue: Installation of Berm and Landscaping by October 31, 2022.
How Department Became Aware of Potential Violation: Previous Deadline Extension Requests

Current Status: As of October 31, 2022, the property owners have installed and seeded the berm and installed most of the landscaping. Mr. Asselmeier said an additional inspection was required to determine if the landscaping materials were installed in the quantities outlined in the special use permit.

5. Ordinance 2005-37-Special Use Permit for a Landscaping Business at 5681 Whitewillow Rd

Issue: Condition 6 requires a right-of-way dedication

How Department Became Aware of Violation: Property owner submitted a special use permit for a craft fair.

Current Status: As of October 26, 2022, the County Highway Engineer is working with an engineer and property owner to complete the necessary documents for the dedication.

6. Ordinance 2012-26-Special Use Permit for YPAC

Issue: Condition 6 requires paved parking lot by 2014 with 28 parking spaces

How Department Became Aware of Violation: YPAC approached County for financial assistance in 2018.

Current Status: PBZ Department has been instructed not to issue a citation on this property until January 1, 2023. As of October 26, 2022, no additional paving has occurred. The property owner was considering submitting an amendment to the special use permit to remove the paving requirement.

7. Ordinance 2014-21-Special Use Permit for Peaceful Pathways Montessori School at 8250 Route 71

Issue: Condition 2 requires the gravel driveway to be paved with asphalt no later than May 15, 2017

How Department Became Aware of Violation: The Parcel ID number for the property was updated in 2021 and Staff discovered the condition.

Current Status: The property owner has until April 30, 2023, to pave the driveway. As of October 26, 2022, required paving is almost complete. The property owner is also paving a portion of the parking area. The final inspection will occur after the paving of the parking area is complete.

8. Ordinance 2020-01-Special Use Permit for a Kennel and Veterinary at the Northeast Corner of Ridge and Bell Roads

Issue: Condition 2.A requires adherence to the site plan and lighting plan. The property owner has installed one (1) additional light on the northwest corner of the property and the fence for the play area seem further south than shown on the site plan.

How Department Became Aware of Violation: Complaint filed by a driver on Ridge Road.

Current Status: As of October 26, 2022, the property owner was finalizing plans to submit a major amendment of the special use permit to the Department. The property owner wanted to meet with Seward Township prior to final application submittal.

OLD BUSINESS

None

REVIEW VIOLATION REPORT

The Committee reviewed the violation report. It was noted that the owners of 7796 Madeline Drive were found guilty and fined Four Hundred Dollars (\$400) for illegal parking of a recreational vehicle.

REVIEW PRE-VIOLATION REPORT

The Committee reviewed the pre-violation report.

Member Koukol asked if people respond to the Department when they receive a letter. Mr. Asselmeier responded the overwhelming majority respond to the Department.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

Mr. Asselmeier reported that the Commission would like to have meetings at historic buildings throughout the County. The Commission was also working with WJE on the historic structure survey.

REVIEW PERMIT REPORT

The Committee reviewed the report. Discussion occurred regarding solar permits.

REVIEW REVENUE REPORT

The Committee reviewed the report. It was noted that the monthly revenues for October were the highest since the housing boom in the early 2000s.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

Member Gilmour made a motion, seconded by Member Vickers, to enter into executive session for the purposes of discussing litigation, when action against, affecting, or behalf of the particular public body has been filed and is pending before a court (5 ILCS 120/2(c)(11)).

The votes were as follows:

Yeas (4): Gengler, Gilmour, Koukol, and Vickers
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The Committee recessed at 7:06 p.m.

Chairman Gengler called the Committee back to order at 7:15 p.m.

Scott Gengler, Judy Gilmour, Dan Koukol, Robyn Vickers, and Matt Asselmeier were present when the Committee was called back to order.

ADJOURNMENT

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

Chairman Gengler adjourned the meeting at 7:15 p.m.

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

**ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF KENDALL AND THE COUNTY OF KANE TO PROVIDE
JUVENILE DETENTION SERVICES**

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

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois constitution of 1970; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KENDALL is authorized to establish, support and maintain a detention home responsible for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF KENDALL is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide; and

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT and the DESIGNATED PROBATION or DETENTION OFFICER are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF KENDALL may expend tax receipts for detention services purchased through agreement with the COUNTY OF KANE (55 ILCS 75/9.3)

WHEREAS, on December 1, 2020, the COUNTY OF KENDALL entered into an agreement with the COUNTY OF KANE to provide temporary custody, specifically housing and detention services for minors authorized by the COUNTY OF KENDALL

NOW, THEREFORE BE IT RESOLVED, that the AGREEMENT BETWEEN the COUNTY OF KANE and the COUNTY OF KENDALL, signed and enacted on December 1, 2020, be amended as follows:

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, KENDALL COUNTY agrees to provide compensation to KANE COUNTY for the following detention services:

- (a) Per Diem fee: The amount of \$175.00 per day, per minor for occupied detention beds. KANE COUNTY shall provide an invoice to KENDALL COUNTY by the tenth day of the month reflecting services provided during the previous month. KENDALL COUNTY shall remit payment within 60 days after receipt of such invoice.

- (b) Transport fees: Any out-of-building transport provided by KANE COUNTY for KENDALL COUNTY will be in the amount of \$100 per hour; if the transport occurs on a holiday, the rate will be \$150 per hour. Transport to IDJJ will require a flat rate of \$100.
- (c) Medical fees: KENDALL COUNTY will reimburse KANE COUNTY for all lab fees, X-rays and prescription medications.

All other terms of the agreement will remain in effect until the expiration of the agreement on December 1, 2023.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of KENDALL COUNTY and the KANE COUNTY.

KANE COUNY

Madam Chair, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

Date: _____

KENDALL COUNTY

County Board Chairman
111 W. Fox Street
Yorkville, IL 60560

Date: _____



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: November 7, 2022

Amount: N/A

Budget: N/A

Issue: Petition 22-19 Request from Jairo Ortega for a Map Amendment Rezoning the Western 0.785 +/- Acres on the South Side of Route 52 Across from 2735 Route 52 (PIN: 09-15-300-024) in Seward Township from A-1 Agricultural District to R-1 One Family Residential District

Background and Discussion:

In February 2022, the Petitioner and his wife purchased the subject property from Tri-Star Development, Inc. Prior to the sale, on September 21, 2021, through Ordinance 2021-18, the County Board rezoned a majority of the property to R-1. A portion of the Petitioner's property was not included in the 2021 rezoning and the Petitioner would like to rezone the remainder (approximately 0.785 acres) to R-1 in order for the property to have one (1) zoning classification. The Petitioner wishes to construct one (1) house on the property.

The record for the Petition can be found here,
<https://www.kendallcountyil.gov/home/showpublisheddocument/24723/638005570274830000>

The draft ordinance is attached.

Committee Action:

ZPAC-Approval (6-0-4), RPC-Approval (8-0-1), ZBA-Approval (6-0-1), Seward Township Planning Commission-Denial, Seward Township Board-Denial, but No Formal Objection, Village of Shorewood-No Comment, City of Joliet-No Comment, Minooka Fire Protection District-No Comment, PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: November 8, 2022

ORDINANCE NUMBER 2022-_____

**MAP AMENDMENT FOR APPROXIMATELY ZERO POINT SEVEN EIGHT ACRES OF
LAND LOCATED ACROSS FROM 2735 ROUTE 52 (ON THE SOUTH SIDE OF ROUTE 52)
AND IDENTIFIED BY PARCEL IDENTIFICATION NUMBER 09-15-300-024 IN
SEWARD TOWNSHIP
Rezone from A-1 to R-1**

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

WHEREAS, the western portion of 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 0.78 acres located on the south side of Route 52 across the street from 2735 Route 52 (Western Portion of PIN: 09-15-300-024), in Seward 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, the subject property is currently owned by Jairo Ortega and hereinafter shall be referred to as “Petitioner”; and

WHEREAS, on or about August 4, 2022, Petitioner filed a petition for a Map Amendment rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on September 8, 2022, the Kendall County Zoning Board of Appeals conducted a public hearing on October 3, 2022, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested Map Amendment and zero members of the public testified in favor or in opposition or expressed concerns regarding the requested Map Amendment; 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 Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated October 3, 2022, 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 approval of the requested Map Amendment; 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

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 a Map Amendment rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District.
3. 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 Map Amendment.

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

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

LEGAL DESCRIPTION OF PROPERTY

PROPOSED R-1 ZONING DISTRICT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, IN TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 15; THENCE NORTH 88 DEGREES 21 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1091.99 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 24 SECONDS EAST 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. ROUTE 52, SAID POINT BEING THE NORTHEAST CORNER OF LANDS CONVEYED BY DOCUMENT NUMBER 201000000304; THENCE NORTH 88 DEGREES 21 MINUTES 18 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 258.69 FEET TO A POINT ON A LINE 280.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LANDS CONVEYED BY DOCUMENT NUMBER 200900002662, SAID POINT BEING THE POINT OF BEGINNING AND ALSO SAID WEST LINE IS PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER; THENCE CONTINUING NORTH 88 DEGREES 21 MINUTES 18 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 71.31 FEET TO A POINT ON A LINE 330.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID LANDS CONVEYED BY DOCUMENT NUMBER 201000000304; THENCE SOUTH 01 DEGREES 38 MINUTES 24 SECONDS EAST ALONG SAID PARALLEL LINE, 470.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 510.00 FEET OF THE AFORESAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 21 MINUTES 36 SECONDS WEST ALONG SAID SOUTH LINE, 74.20 FEET TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF AFORESAID LANDS CONVEYED BY DOCUMENT NUMBER 200900002662; THENCE NORTH 01 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID PARALLEL LINE, 470.03 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS. Containing 0.785 acres more or less.

Exhibit B

The Kendall County Zoning Board of Appeals approved the following Findings of Fact and Recommendation at their meeting on October 3, 2022 by a vote of six (6) in favor and zero (0) in opposition; Member Whitfield was absent.

FINDINGS OF FACT

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes or larger lot single-family residential uses. A forest preserve is located in the vicinity.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1 and R-1. The A-1 property to the north has a special use permit for sale of products not grown on the premises.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently split zoned A-1 and R-1. The property is presently heavily wooded and having a single zoning classification for the property is desirable.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single-family residential uses found in rural settings.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Rural Residential. The R-1 One Family Residential District is consistent with the Rural Residential classification.

Recommendation

Approval



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: November 7, 2022

Amount: N/A

Budget: N/A

Issue: Petition 22-23 Request from Mary Maly on Behalf of the Mary D. Maly Living Trust for the Revocation of a Special Use Permit for a Small Animal and Small Poultry Processing Plant at 16895 Lisbon Center Road, Newark (PIN: 07-08-100-011) in Big Grove Township; Property is Zoned A-1 Agricultural District with a Special Use Permit

Background and Discussion:

On November 19, 2013, the Kendall County Board granted a special use permit for a small animal and small poultry processing plant at the subject property.

Ordinance 2013-20 required the site to be developed in accordance to a site plan. Condition 14 required fifty feet (50') of the driveway to be tar and chipped within five (5) years of the approval of the special use permit. Condition 19 required the site to be assessed as industrial for tax purposes.

The Petitioner does not want to tar and chip the driveway and they do not want the property to be assessed as industrial; the property has not been assessed as industrial.

The information for the Petition can be found here,
<https://www.kendallcountyil.gov/home/showpublisheddocument/25324/638015928645300000>

The draft ordinance is attached.

Committee Action:

PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: November 8, 2022

ORDINANCE NUMBER 2022-_____

**REVOKING A SPECIAL USE PERMIT FOR A SMALL POULTRY AND SMALL ANIMAL
PROCESSING PLANT GRANTED BY ORDINANCE 2013-20 AT 16895 LISBON CENTER
ROAD (PIN: 07-08-100-011) IN BIG GROVE 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 63.8 +/- acres and is identified by Parcel Identification Number 07-08-100-011, also known as 16895 Lisbon Center Road, in Big Grove 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, the Kendall County Board granted a special use permit through Ordinance 2013-20 on the subject property on November 19, 2013, for a small poultry and small animal process plant; and

WHEREAS, Mary Maly, on behalf of the Mary D. Maly Living Trust, 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 small poultry and small animal processing plant granted by Ordinance 2013-20 and revokes Ordinance 2013-20 in its entirety.
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 2013-20.

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

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A Legal Description

THAT PART OF SUB LOT 4 IN SECTION 8, TOWNSHIP 35 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83 (2011), MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A RECOVERED SURVEY NAIL LOCATED AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 03 MINUTES 59 SECONDS EAST 2,131.17 FEET ON THE WEST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 03 MINUTES 59 SECONDS EAST 974.00 FEET ON SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SUB LOT 4; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS EAST 1,207.47 FEET ON THE SOUTH LINE OF SAID SUB LOT 4 TO THE WEST LINE OF THE EAST 350.00 FEET OF SAID SUB LOT 4; THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 974.00 FEET ON SAID WEST LINE; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST 1,207.60 FEET PARALLEL WITH THE SOUTH LINE OF SAID SUB LOT 4 TO THE POINT OF BEGINNING, CONTAINING 27.00 ACRES, MORE OR LESS; SITUATED IN THE TOWNSHIP OF BIG GROVE IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

October 6, 2022

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 we~~, Mary Maly ^{am} ~~are~~ the owners at 16895 Lisbon Center Road
(First & Last Name) (Address of property)

On November 19, 2013, the property was granted a special use (Ordinance 2013-20). The special use granted in 2013 was granted for the operation of small animal and small poultry processing plant.

Pursuant to Section 13:08.F of the Kendall County Zoning Ordinance, ~~we~~ ^I hereby voluntarily request that Kendall County revoke my special use on the above-referenced property. By signing below, we acknowledge that no public hearing shall be conducted for revocation of the special use. ~~We~~ 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, ~~we~~ ^I hereby waive ~~my our~~ right to a public hearing and formally request the above-referenced special use be removed from my property.

[Redacted Signature]
(Signature)

10/14/2022
(Date)

Mary Maly
(Printed Name)

Attest: [Redacted]
Notary Public





Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: November 7, 2022

Amount: N/A

Budget: N/A

Issue: Approval of 2022 Noxious Weed Annual Report

Background and Discussion:

Kendall County is required by Illinois law to submit a Noxious Weed Annual Report to the State by December 1st of each year. Attached please find the proposed 2022 Noxious Weed Annual Report.

During 2022, the Kendall County, Planning, Building and Zoning Department received zero complaints of noxious weeds. In and 2021 and 2020, the Department also received zero complaints.

Committee Action:

PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: November 8, 2022



**KENDALL COUNTY
NOXIOUS WEED ANNUAL REPORT
2022**

As required by the Illinois Noxious Weed Law (505 ILCS 100), the County of Kendall submits the following Annual Report from November 1, 2021 to October 31, 2022.

During the reporting period:

1. Kendall County sent letters to each township and municipality located within Kendall County asking that they report noxious weed cases and investigations to the Kendall County Planning, Building and Zoning Department. A copy of the letter is attached.
2. Kendall County received zero (0) complaints of noxious weeds within the unincorporated area of the County. The Village of Oswego received fifty-nine (59) complaints of noxious weeds within the Village's limits as outlined in the attached letter dated September 6, 2022.
3. Kendall County received zero (0) requests for assistance in the investigation of noxious weed infestations.
4. Kendall County eradicated zero (0) acres of noxious weeds.
5. Kendall County quarantined zero (0) acres of property.
6. Kendall County received zero (0) requests for advice from persons responsible for controlling and eradicating noxious weeds.
7. Kendall County published zero (0) notice to individuals regarding noxious weeds.
8. Kendall County published the General Notice in the Kendall County Record on February 24, 2022. A copy of the Certificate of Publication is attached.
9. Kendall County prepared and adopted a Comprehensive Work Plan for 2023.
10. Kendall County cooperated, when requested, with Federal, State and local authorities in carrying out the provisions of the Illinois Noxious Weed Law.

This Noxious Weed Annual Report was approved by the Kendall County Board on November 15, 2022.

Respectively Submitted,

Scott R. Gryder
Kendall County Board Chairman

Date

Encs: August 29, 2022 Letter to Municipalities and Townships
General Notice Certificate of Publication
September 6, 2022 Village of Oswego Letter



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

August 29, 2022

RE: Illinois Noxious Weed Law

Dear Township Supervisors and Mayors:


Kendall County is preparing to work on its annual report and comprehensive work plan as required by the Illinois Noxious Weed Law (505 ILCS 100). In order to comply with State law, we request that you inform us of any noxious weed cases that you received over the last twelve months, the location of the complaint and if the complaint was resolved. Please send this information to Matthew Asselmeier, Kendall County Senior Planner, 111 W. Fox Street, Yorkville, IL 60560 or masselmeier@kendallcountyl.gov by **October 1, 2022**.

We do not request that you undertake any additional work related to the enforcement of the Illinois Noxious Weed Law or that you alter your procedures for processing noxious weed complaints except that you inform us of noxious weed complaints.

Kendall County hopes to partner with each township and municipality in order to comply with this law. A list of State of Illinois recognized noxious weeds is included with this letter.

If you have any questions, please contact Mr. Asselmeier at 630-553-4139.

Sincerely,


Scott R. Gryder, Chairman
Kendall County Board

Enc: List of Noxious Weeds

Section 220.60 Noxious Weeds

The following plants within the sovereign territory of the State of Illinois are designated and declared noxious weeds:

- a) Marihuana (*Cannabis sativa* L.);
- b) Giant Ragweed (*Ambrosia trifida* L.) within the corporate limits of cities, villages, and incorporated towns;
- c) Common Ragweed (*Ambrosia artemisiifolia* L.) within the corporate limits of cities, villages, and incorporated towns;
- d) Canada Thistle (*Cirsium arvense*);
- e) Perennial Sowthistle (*Sonchus arvensis*);
- f) Musk Thistle (*Carduus nutans*);
- g) Perennial members of the sorghum genus, including johnsongrass (*Sorghum halepense*), sorghum alnum, and other johnsongrass X sorghum crosses with rhizomes; and
- h) Kudzu (*Pueraria labata*).

(Source: Amended at 26 Ill. Reg. 14644, effective September 23, 2002)

Certificate of the Publisher

Kendall County Record

Description:NOXIOUS WEED LAW
1960438

KENDALL COUNTY PLANNING, BUILDING, ZONING
ROOM 203
111 W. FOX STREET
YORKVILLE IL 60560

Shaw Media certifies that it is the publisher of the Kendall County Record. The Kendall County Record is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Yorkville, County of Kendall, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Kendall County Record, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 02/24/2022

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at Yorkville, Illinois, on 24th day of February, A.D. 2022

Shaw Media By:



Laura Shaw, Publisher

Account Number [Redacted]

Amount \$106.02

PUBLIC NOTICE
NOTICE IS HEREBY GIVEN PURSUANT TO THE "ILLINOIS NOXIOUS WEED LAW" to the owners, occupants, agents and public officials in charge or control of any land in Kendall County that they are required to control or eradicate all NOXIOUS WEEDS growing upon land under their control prior to the blooming, maturing of seed or other propagating of such weeds.
NOXIOUS WEEDS:
a) Marijuana (Cannabis sativa L.);
b) Giant Ragweed (Ambrosia trifida L.) within the corporate limits of cities, villages, and incorporated towns;
c) Common Ragweed (Ambrosia artemisiifolia L.) within the corporate limits of cities, villages, and incorporated towns;
d) Canada Thistle (Cirsium arvense);
e) Perennial Sowthistle (Sonchus arvensis); f) Musk Thistle (Carduus nutans);
g) Perennial members of the sorghum genus, including johnsongrass (Sorghum halepense), sorghum alnum, and other johnsongrass x sorghum crosses with rhizomes; and
h) Kudzu (Pueraria lobata)
NOTICE IS FURTHER GIVEN that if the persons responsible for the control of any lands in Kendall County fail to comply with the provisions of the Illinois Noxious Weed Law the Control Authority of Kendall County or the Department of Agriculture of the State of Illinois will take any necessary action to control or eradicate such weeds and the cost thereof will be assessed against the owner of the land involved. If unpaid for 6 months or longer, such assessment shall become a lien upon the property.
Date at Yorkville, Kendall County, Illinois, this 15th day of February, 2022.
Signed: Scott R. Gryder
Kendall County Weed Control Authority

(Published in Kendall County Record February 24, 2022) 1960438



100 Parkers Mill Oswego, IL 60543 (630) 554-3618 Fax: (630) 554-3306
Website: <http://www.oswegoil.org>

September 06, 2022

CERTIFIED MAIL

Matthew Asselmeier
Kendall County Senior Planner
111 W. Fox Street
Yorkville, IL 60560

Re: Noxious weeds

76 ASHLAWN AVE. RESOLVED
39 ELMWOOD DR. RESOLVED
99 W. MERCHANTS DR. RESOLVED
195 KENDALL POINT DT. RESOLVED
10 MERCHANTS DR. RESOLVED
174 KIRKLAND CIR. RESOLVED
3449 ORCHARD RD. RESOLVED
5763 US-34 RT. RESOLVED
1925 WEISBROOK DR. RESOLVED
1945 WEISBROOK DR. RESOLVED
345 KENSINGTON DR. RESOLVED
5215 OLD RESERVE RD. RESOLVED
55 MAIN ST. RESOLVED
73 E WASHINGTON ST. RESOLVED
108 CHICAGO RD. RESOLVED
7 STONEHILL RD. RESOLVED
97 SETON CREEK DR. RESOLVED
281 CHICAGO RD. RESOLVED
108 SETON CREEK DR. RESOLVED
232 JULEP AVE. RESOLVED
261 PAADISE PKWY. RESOLVED
5763 US-34 RT. RESOLVED
82 TEMPLETON DR. RESOLVED
152 N. ADAMS ST. RESOLVED
LINCOLN STATION & RT. 30 PIN # 03-01-301-082 RESOLVED
LINCOLN STATION & RT. 30 PIN # 03-01-301-083 RESOLVED
LINCOLN STATION & RT. 30 PIN # 03-01-301-081 RESOLVED
LINCOLN STATION & RT. 30 PIN # 03-01-301-080 RESOLVED
418 BLUE RIDGE DR. RESOLVED
410 CHICAGO RD. RESOLVED
GATES CREEK DR. N. Pin # 02-12-418-013 RESOLVED
101 SETON CREEK DR. RESOLVED

505 ROSEBUSH RESOLVED
3449 ORCHARD RD. RESOLVED
2420 US-RT 30 RESOLVED
529 HERITAGE DR. RESOLVED
181 S. MADISON ST. RESOLVED
326 CHICAGO RD. RESOLVED
RT-30 MITCHELL DR. PIN # 03-12-126-001 **NOT** RESOLVED
TREASURE DR. & MITCHELL DR. AND RT-30 16 LOTS TOTAL
52,53,54,55,56,57,58,48,47,46,45,44,40,41,42,43 RESOLVED.

VILLAGE OF OSWEGO


Hector Justiz
Code Compliance Officer
Building inspector
100 Parkers Mill
Oswego, IL 60543 direct: 630-551-2319
Email: hjustiz@oswegoil.org

Monthly Violation Listing Detail

From: 8/29/2021 To: 8/29/2022

Report Options: Dispo=ALL;Offense=6-8-4 Inspector=0315 Order=ViolationDate;

Month : August 2021

Violation #	Date	Name	Property	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
24519	08/31/2021	SCHELL, ROBERT	76 ASHLAWN AVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24513	08/31/2021	CHICAGO TITLE LAND TRUST COMP ^A	39 ELMWOOD DR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24509	08/31/2021	MERCHANTS REAL ESTATE LLC	99 W MERCHANTS DR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24511	08/31/2021	MSSK, LLC	195 KENDALL POINT DR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24510	08/31/2021	FNM OSWEGO LLC	10 MERCHANTS DR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24512	08/31/2021	P&K DEVELOPMENT LLC	174 KIRKLAND CIR	\$750.00	\$25.00	\$0.00	\$775.00	\$0.00	20
Sub Totals :				1	\$750.00	\$25.00	\$775.00	\$0.00	\$0.00
24514	08/31/2021	WENDYS OLD FASHIONED HAMBURG	3449 ORCHARD RD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Monthly Violation Listing Detail

From: 8/29/2021 To: 8/29/2022

Report Options: Dispo=ALL;Offense=6-8-4 Inspector=0315 Order=ViolationDate;

24515		08/31/2021		ROMANS DEVELOPMENT HOLDINGS		5763 US-34 RT	
ID	Offense # and Description	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
001	6-8-4 - TALL GRASS AND WEEDS	\$250.00	\$25.00	\$0.00	\$275.00	\$0.00	20
Sub Totals :		\$250.00	\$25.00	\$0.00	\$275.00	\$0.00	
Totals :		\$1,000.00	\$50.00	\$0.00	\$1,050.00	\$0.00	

Month : September 2021

Violation #	Date	Name	Property				
24525	09/02/2021	1925 WEISBROOK STORAGE LLC	1925 WIESBROOK DR				
ID	Offense # and Description	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

24951		09/02/2021		1925 WEISBROOK STORAGE LLC		1945 WIESBROOK DR	
ID	Offense # and Description	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

W12429		09/29/2021		MOROVATI, MOHAMMAD		345 KENSINGTON DR	
ID	Offense # and Description	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	95
Sub Totals :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Totals :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Monthly Violation Listing Detail

Report Options: Dispo=ALL;Offense=6-8-4 Inspector=0315 Order=ViolationDate;
From: 8/29/2021 To: 8/29/2022

Month : May 2022

Violation #	Date	Name	Property	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
25033	05/13/2022	LSF9 MASTER PARTICIPATION TRUST	5215 OLD RESERVE RD	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	20
Sub Totals :				1	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00
24992	05/17/2022	IMPERIAL INVESTMENTS, LLC	55 MAIN ST	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	0
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$250.00	0
W12392	05/23/2022	CM NEIGHBORHOOD PROPERTIES, LI	73 E WASHINGTON ST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	95
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24997	05/24/2022	CAFAL CLINIC FOR PSYCHIATRIC & C	108 CHICAGO RD	\$250.00	\$25.00	\$0.00	\$275.00	\$0.00	20
Sub Totals :				1	\$25.00	\$0.00	\$275.00	\$0.00	\$0.00
W12393	05/25/2022	KELLOGG, DAVID	7 STONEHILL RD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	95
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25078	05/26/2022	MARQUETTE NATIONAL BANK TRUS	7 STONEHILL RD	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00	0
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$275.00	0
25079	05/26/2022	ADEMI, ADEM	97 SETON CREEK DR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Monthly Violation Listing Detail

Administrative Building Code

VILLAGE OF OSWEGO

From: 8/29/2021 To: 8/29/2022

Report Options: Dispo=ALL; Offense=6-8-4 Inspector=0315 Order=ViolationDate;

25080 05/31/2022 PATEL, DHRUVISH 281 CHICAGO RD

ID	Offense # and Description	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		1	\$0.00	\$0.00	\$0.00	\$0.00	
Totals :		8	\$500.00	\$0.00	\$525.00	\$525.00	

Monthly Violation Listing Detail

Administrative Building Code

VILLAGE OF OSWEGO

From: 8/29/2021 To: 8/29/2022

Report Options: Dispo=ALL; Offense=6-8-4 Inspector=0315 Order=ViolationDate;

Month : June 2022

Violation #	Date	Name	Property	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
25081	06/01/2022	HA, NGAN	108 SETON CREEK DR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	21
25036	06/02/2022	FAHAD MANSAN	232 JULEPAVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	21
25083	06/02/2022	HP ILLINOIS I LLC	261 PARADISE PKWY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	21
25084	06/03/2022	ROMANS DEVELOPMENT HOLDINGS	5763 US-34 RT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	21
25037	06/03/2022	DRYER CLINIC, INC.	82 TEMPLETON DR	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00	0
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$275.00	0
25085	06/06/2022	SALAZAR, EDUARDO JR	152 N. ADAMS ST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	21
25038	06/07/2022	ADDEPALLI LLC	N/A LINCOLN STATION & RT 30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	21

Monthly Violation Listing Detail

From: 8/29/2021 To: 8/29/2022

Report Options: Dispo=ALL;Offense=6-8-4 Inspector=0315 Order=ViolationDate;

ID	Offense # and Description	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
25000	06/07/2022	N/A LINCOLN STATION & RT 30					
	ADDEPALLI LLC						
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24999	06/07/2022	N/A LINCOLN STATION & RT 30					
	ADDEPALLI LLC						
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24998	06/07/2022	N/A LINCOLN STATION & RT 30					
	ADDEPALLI LLC						
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25086	06/10/2022	418 BLUE RIDGE DR					
	MULLIN J DAVID						
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25087	06/15/2022	410 CHICAGO RD					
	EXCHANGERIGHT NET LEASED PORT						
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25039	06/16/2022	N/A GATES CREEK DR					
	FEMOSH CONCEPTS, LLC,						
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
W12400	06/20/2022	101 SETON CREEK DR					
	IMROZIA, IMRAN						
001	6-8-4 - TALL GRASS AND WEEDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals :		14	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00

Monthly Violation Listing Detail

From: 8/29/2021 To: 8/29/2022

Report Options: Dispo=ALL;Offense=6-8-4 Inspector=0315 Order=ViolationDate;

Month: July 2022

Violation #	Date	Name	Property	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
25089	07/01/2022	F. F. INVEESTMENT PROPERTIES LLC	505 ROSEBUSH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25041	07/19/2022	WENZAK LAND DEVELOPMENT, LLC	3449 ORCHARD RD	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	0
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$250.00	0
25092	07/20/2022	RE NO ONE LLC	2420 US-RT 30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
W12264	07/22/2022	HERMES L PATRICIA	529 HERITAGE DR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	95
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
W12265	07/22/2022	CURRENT RESIDENT	181 S MADISON ST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	95
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals :				5	\$0.00	\$0.00	\$0.00	\$250.00	0

Monthly Violation Listing Detail

From: 8/29/2021 To: 8/29/2022

Report Options: Dispo=ALL;Offense=6-8-4 Inspector=0315 Order=ViolationDate;

Month : August 2022

Violation #	Date	Name	Property	Fine Due	Admin Due	Coll Due	Total Due	Amount Paid	Dispo #
W12269	08/22/2022	ARELLANO, NANCY	326 CHICAGO RD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	95
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25044	08/22/2022	TCFNATIONAL BANK	30 MITCHELL RT	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	1
Sub Totals :				1	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00
25046	08/22/2022	QATTOM PROPERTIES @ ILLINOIS, LI	N/A MITCHELL DR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	21
Sub Totals :				1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals :				3	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00
Grand Totals :				41	\$1,750.00	\$75.00	\$1,825.00	\$1,050.00	

KENDALL COUNTY

Resolution No. _____

A Resolution to acquire and dispose of real estate for the Collins Road Extension

WHEREAS, Kendall County has determined that there is a need to provide improvements to Grove Road and Collins Road in Kendall County, Illinois, to address the growing need for north – south corridors in Kendall County, and to provide access to residential and commercial properties along the corridor; and

WHEREAS, as part of this project, Collins Road will be extended to a new intersection with Minkler Road; and

WHEREAS, the Collins Road extension requires Kendall County to acquire real property for roadway purposes; and

WHEREAS, as part of the land acquisition for the Collins Road extension, Kendall County purchased the real property described in the attached Exhibit A (the “Subject Property”); and

WHEREAS, the Subject Property was part of a larger parcel purchased by Kendall County for the Collins Road extension; and

WHEREAS, upon completion of the extension, Collins Road will cut-off and isolate the Subject Property from the adjoining property still owned by the prior owner of that larger parcel as shown on the preliminary plat attached as Exhibit B; and

WHEREAS, though the proposed Collins Road extension will not utilize the Subject Property for road right-of-way, Kendall County was compelled to purchase the Subject Property because it will be isolated; and

WHEREAS, Kendall County has negotiated the acquisition of real property for road right-of-way and temporary easement, as described in the attached Exhibit C (road right-of-way) and Exhibit D (temporary easement), for the Collins Road extension from DJJ Farming, LLC; and

WHEREAS, Kendall County and DJJ Farming, LLC have agreed that, as the consideration for Kendall County’s acquisition of the real property interests described in Exhibits C and D, Kendall County shall convey the Subject Property to DJJ Farming, LLC.

NOW, THEREFORE BE IT RESOLVED, that Kendall County shall accept from DJJ Farming, LLC the conveyance of the real property described in Exhibit C.

BE IT FURTHER RESOLVED, that Kendall County shall accept from DJJ Farming, LLC a temporary easement over the real property described in Exhibit D.

BE IT FURTHER RESOLVED, that, as the consideration for Kendall County’s acquisition of the real property described in Exhibit C and the temporary easement described in Exhibit D, Kendall County shall convey the Subject Property to DJJ Farming, LLC.

BE IT FURTHER RESOLVED, that these conveyances shall be transacted pursuant to the terms of a contract substantially similar to the Contract attached to this Resolution as Exhibit E.

BE IT FURTHER RESOLVED, that the County Board Chair, on behalf of the Kendall County Board, is hereby authorized to execute the Contract, deeds, and other instruments necessary to formalize the above conveyances.

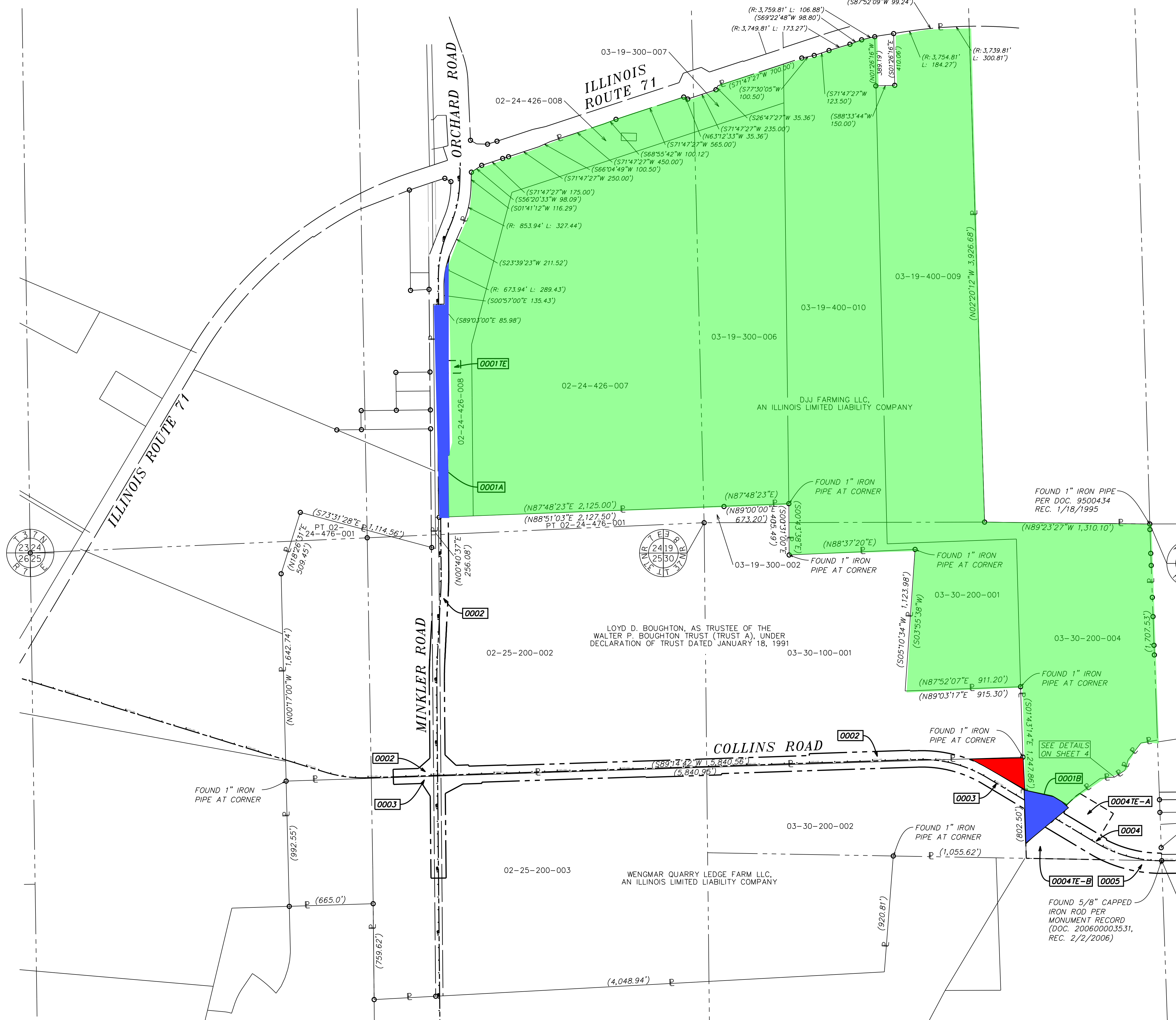
This resolution approved by the County Board of Kendall County, State of Illinois.

Scott Gryder - Kendall County Board Chair

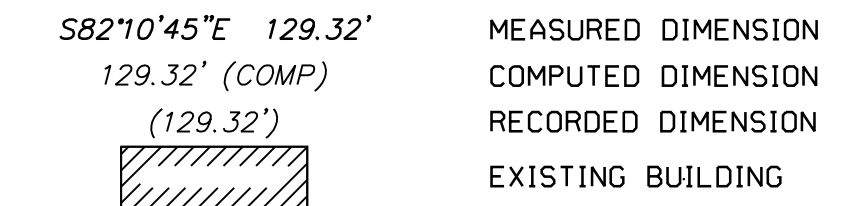
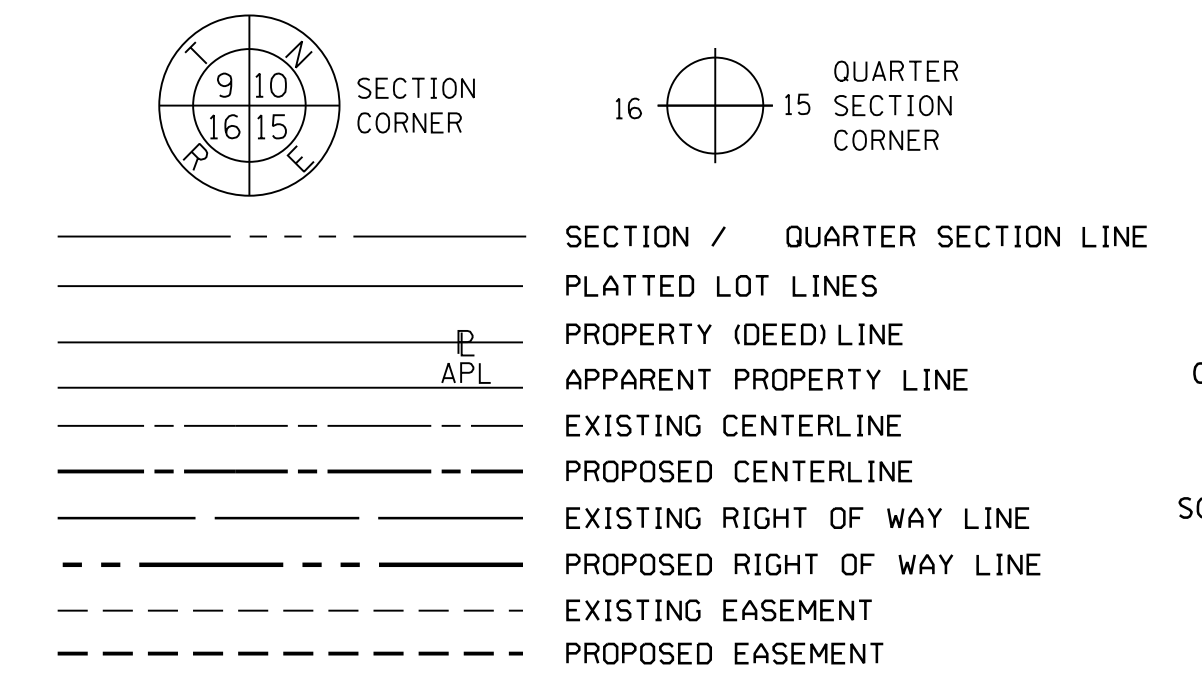
I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2022.

Debbie Gillette – County Clerk

PART OF SECTIONS 24 & 25, TWP. 37 N., R. 7 E. OF THE 3RD P.M. AND PART OF SECTIONS 29 & 30, TWP. 37 N., R. 8 E. OF THE 3RD P.M. IN KENDALL COUNTY, ILLINOIS.



LEGEND



BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- IRON PIPE OR ROD FOUND ⊗ *MAG* NAIL SET
- + CUT CROSS FOUND OR SET ● 5/8" REBAR SET

SURVEY NOTES:

1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
2. BEARING, DISTANCES, AND COORDINATES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".
3. ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN BY THE COMBINATION FACTOR OF 0.999949036.
4. AREAS SHOWN ON THIS PLAT ARE "GROUND".
5. FIELD SURVEY COMPLETED ON JUNE 30, 2021.

STATE OF ILLINOIS)
 COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, RICHARD B. McCOMBS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, HR GREEN, INC, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001322) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 24 & 25, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTIONS 29 & 30, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE KENDALL COUNTY HIGHWAY DEPARTMENT, KENDALL COUNTY, STATE OF ILLINOIS.

DATED AT AURORA, ILLINOIS THIS ____ DAY OF ____ 2021 A.D.

PRELIMINARY - FOR REVIEW

RICHARD B. McCOMBS, P.L.S.
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003847
 LICENSE EXPIRATION DATE: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



HRGreen
 2363 Sequoia Drive, Suite 101
 Aurora, Illinois 60506
 HRGreen.com
 Illinois Professional Design Firm # 184-001322

PLAT OF HIGHWAYS
STATE OF ILLINOIS, KENDALL COUNTY
KENDALL CO. HIGHWAY DEPARTMENT
COLLINS ROAD EXTENSION (MINKLER TO GROVE)

LIMITS: _____ COUNTY: KENDALL
 SECTION: 16X-00133-00-EG JOB NO.: R-93-002-19
 STA. _____ TO STA. _____
 SCALE: 1"=400' SHEET 2 OF 18 SHEETS

KENDALL COUNTY HIGHWAY DEPARTMENT
6780 ILLINOIS ROUTE 47
YORKVILLE, ILLINOIS 60560

SEE SHEET 18 FOR CENTERLINE ALIGNMENT DETAILS

REVISION DATE: / / REVISION MADE BY:

COUNTY OF KENDALL, ILLINOIS
ORDINANCE # 2022-_____

AMENDING THE KENDALL COUNTY BOARD RULES OF ORDER PERTAINING TO AGENDA, STANDING COMMITTEES, COMMITTEE POWERS, COUNTY BOARD LIAISONS, COUNTY BOARD MEMBERS SALARY, COUNTY BOARD CHAIRMAN AND LIQUOR CONTROL COMMISSIONER COMPENSATION, AND MILEAGE REIMBURSEMENT AND HEALTH INSURANCE

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

WHEREAS, the Kendall County Board has determined that a new committee structure better meets their needs; and

WHEREAS, the Kendall County Board has determined that members appointed as liaisons shall serve as the main point of contact with certain elected offices and departments; and

WHEREAS, the Kendall County Board switched from per diem to salary for compensation with an effective date of December 1, 2020; and

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

1. The recitals set forth above are incorporated as if fully set forth herein.
2. A true and correct copy of the updated Kendall County Board Rules of Order with all the amendments is attached as Exhibit A to this Ordinance.

IN WITNESS OF, these amendments to the Kendall County Board Rules of Order have been enacted with the consent of at least two-thirds of the Kendall County Board members this fifteenth day of November, 2022.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A
COUNTY BOARD RULES OF ORDER
KENDALL COUNTY, ILLINOIS

I. CODE OF CONDUCT

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

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

II. ETHICS LAW

Exhibit A

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

III REGULAR & SPECIAL BOARD MEETINGS

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

have the ability with the consent of the majority of the County Board, to extend either time period. (Amended 4/3/2019)

1. Persons addressing the Board shall not be permitted to make statements or remarks or engage in conduct that actually disturbs or impedes the public meeting. The Chairman may require any person making such prohibited statements or remarks or engaging in such conduct to leave the meeting.

F. **Meetings Held Electronically.** All meetings of the Kendall County Board, including special committees and standing committees, are to be held in-person. The following rules shall remain dormant unless the Governor or the Director of the Illinois Department of Public Health has issued a disaster declaration related to public health concerns because of a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act, and all or part of the jurisdiction of the public body is covered by the disaster area, and the Chairman of the County Board determines that an in-person meeting or a meeting conducted under this Act is not practical or prudent because of a disaster. If these conditions are met then the following rules shall apply for electronic meetings of the County Board, special committees, and standing committees : (Amended 8/18/2020)

1. **Remote Only Meeting.** If the County Office Building is closed to the public all meetings will be remote only.
2. **Hybrid Meeting.** If the County Office Building is open to the public and the Chairman of the Board decides that a complete in-person meeting is not prudent, then all meetings will be hybrid (in-person and remote attendance are both allowed).
3. **Executive Session.** The member shall be in a private area away from other individuals before joining an executive session.
4. **Limitations on Members.** Members are encouraged to be in a quiet room to limit interruption to the meeting.
5. **Login time.** The Secretary of the Board or of the Committee shall schedule Internet meeting and login 15 minutes prior to the scheduled start of the meeting.
6. **Quorum calls.** The presence of a quorum shall be established by audible roll call at the beginning of the meeting. Thereafter, the continued presence of a quorum shall be determined by the online list of participating members, unless any member demands a quorum count by audible roll call. Such a demand shall be made following any vote for which the announced totals add to less than a quorum. If in a hybrid meeting the combination of in person attendance and the online list shall determine quorum.
7. **Technical requirements and malfunctions.** Each member is responsible for his or her audio and Internet connections; no action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting.
8. **Disruption of the Meeting.** The chair may cause or direct the muting of a member's connection if it is causing undue interference with the meeting. The chair's decision to do so, which is subject to an undebatable appeal that can be made by any member, shall be announced during the meeting and recorded in the minutes. The chair may cause or direct the disconnection or muting of any non-member participant that is causing a disruption of the meeting.

9. **Assignment of the floor.** To seek recognition by the chair, a member shall utilize the raise hand feature. If a meeting is hybrid then the chair shall recognize the speakers based on those raising their hand in meeting room and the electronic room.
10. **Interrupting a member.** A member who intends to make a motion or request that under the rules may interrupt a speaker shall use raise hand feature for so indicating, and shall thereafter wait a reasonable time for the chair's instructions before attempting to interrupt the speaker by voice.
11. **Location of presiding officer.** If a hybrid meeting the presiding officer of the meeting must be present in the meeting room.

IV. AGENDA (Amended 11/18/2008; 06/19/2012 Res. 2012- 29, 3/7/2017, 4/3/2019, 6/18/2019, 11/15/2022)

- A. The order of business coming before the County Board shall substantially be as follows:
 1. Call to Order
 2. Roll Call
 3. Determination of a Quorum
 4. Approval of Agenda
 5. Correspondence and Communications – County Clerk
 6. Special Recognition
 7. Public Comment
 8. Consent Agenda
 - A. Approval of Previous Month's Minutes
 - B. Standing Committee Minutes Approval
 9. Old Business
 10. New Business
 11. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
 - I. Board of Review
 12. Executive Session
 13. Standing Committee Reports
 - A. Planning, Building and Zoning
 - B. Economic Development & Administration
 - C. Highway
 - D. Facilities & Technology

- E. Finance & Budget
- F. Human Resources & Insurance
- 14. Liaison Reports
 - A. Labor and Grievance
 - B. Law Justice and Legislation
 - C. Health
- 15. Special Committee Reports
 - A. Juvenile Justice Council
 - B. VAC
 - C. Historic Preservation
 - D. UCCI, Other State Associations and Organizations
 - E. Board of Health
 - F. Community 708 Mental Health Board
 - G. KenCom Executive Board
- 16. Other Business
- 17. Chairman's Report

(Note: announcements of appointments typically made at least one meeting prior to appointment)

 - A. Announcements / Appointments
- 18. Public Comment
- 19. Questions from the Press
- 20. Adjournment

- B. All questions relating to the priority of business shall be decided without debate.
- C. All Standing Committees of the County Board may place items on the Agenda by a majority vote of the Standing Committee. All items from Standing Committees will be considered under the Standing Committee Report. (Amended 6/18/2019)
- D. The County Board Chairman, or his or her designee, shall have final approval of the Agenda.(Amended 6/18/2019)
- E. The County Administrator, or his or her designee, shall be responsible for reviewing the County Board agenda prior to posting. A Consent Agenda will be used to expedite the handling of ministerial, routine, or non-controversial items. The County Board Chairman, County Administrator, or a standing committee of the County Board may place items on the Consent Agenda. The Consent Agenda may include, but is not limited to the following items: approval of minutes, approval of bills, approval of reports, and approval of contracts. At the request of any County Board Member an item shall be removed from the Consent Agenda. The request to remove an item does not require a second or a vote of the County Board. Any items removed from the Consent Agenda will be considered as the first item of business for the relevant committee. In the event that a removed item does not have a relevant committee, the removed item will be considered as the first item under New Business. Approval of the Consent Agenda shall be done by a roll call vote the County Board. (Amended 6/18/2019)

V. OFFICERS

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

VI. DUTIES OF COUNTY BOARD CHAIRMAN

- A. The County Board Chairman shall vote on all motions, ordinances, amendments, thereto, or other matters coming before the County Board. (Amended 11/18/2008)
- B. The County Board Chairman shall preserve order and decide all questions of order, subject to an appeal to the County Board, without debate.
- C. Every member, prior to speaking shall respectfully address the County Board Chairman, avoid personalities and confine comment to the question under consideration. (Amended 11/18/2008)
- D. When two or more members wish to speak at the same time, the County Board Chairman shall name the member who may speak first.
- E. A member called to order, either by the County Board Chairman or member of the County Board, shall immediately take his seat, unless permitted to explain, and if there be no appeal the decision of the Chairman shall be conclusive.
- F. All committees, whether standing or special, shall be appointed by the County Board Chairman, and approved by the County Board, unless otherwise directed by the County Board.
- G. Based on State Statute, County Board Chairman appoints vacancies in the County Board and County Elected Officials, with the advice and consent of the County Board. (Amended 11/18/2008)
- H. The County Board Chair shall appoint, with the advice and consent of the County Board, citizens to serve on all boards, commissions, districts and all other authorities that are subject to appointment or approval per applicable law, ordinance or intergovernmental agreement including, but not limited to, the Kendall County Board of Review, drainage districts, fire protection districts, Kendall County Housing Authority, the KenCom Executive Board Member at Large, the Kendall County Ethics Commission, and the Kendall County Sheriff's Merit Commission. Unless a specific term for the citizen appointment is provided in the applicable law, ordinance or intergovernmental agreement, the Chairman of the County Board shall make the citizen appointments at the same time the Chairman makes appointments for all Standing Committees of the Kendall County Board. (Amended 10/03/2017)

VII. DUTIES OF THE CLERK OF THE BOARD

The Clerk of the Board shall be the keeper of the records and the minutes of the County

Board and its committees and shall be in attendance at all meetings of the County Board.

VIII. PARLIAMENTARIAN

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

IX. RULES OF THE BOARD

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

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

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

- B. No motion shall be debated or put unless seconded. When seconded, it shall be stated by the Chairman before being debated.
- C. A motion to adjourn shall always be in order and shall be decided without debate.
- D. No member shall absent himself before the formal closing of the day's session, unless excused by the County Board Chairman.
- E. After a motion is stated by the County Board Chairman or read by the Clerk, it shall be considered to be in possession of the Board, but may be withdrawn by the mover on consent of the second at any time previous to a decision or amendment thereon.
- F. The Clerk shall call the names of the members of the Board when calling the roll, or polling a vote, in a rotating alphabetical order of members.

- G. The County Board Chairman shall have the right to call for a vote by voice vote, or by leave to adopt a previous roll call vote, in all cases, unless there is an objection by one member, in which case a roll call vote shall be taken. The minutes shall reflect the results of each roll call.
- H. All monetary expenditures require a roll call vote. (Amended 11/18/2008)
- I. No alteration or amendment shall be made in any rules of the County Board without the consent of two-thirds of the members thereof. The rule may be suspended in any particular case by vote of two-thirds of the members present.
- J. All questions not covered by these Rules of Order shall be decided by *Roberts Rules of Order, Revised*.
- K. The County Board Chairman shall vote on all motions, ordinances, amendments thereto, or other matters coming before the Board.
- L. All claims shall be signed by the officer or department head or designee who made the purchase or incurred the liability, and sworn to be claimant, and must be on file no later than 4:30 PM one week prior to the Budget and Finance Committee meeting, unless otherwise permitted by the Board, excepting the County Board Members bills for per diem and mileage. (Amended 11/18/2008)
- M. In the case of the absence of the Chairman and the Vice Chairman at any County Board meeting, the Clerk of the County Board shall convene the meeting and the members shall choose one of their number as temporary Chairman.

X. EXECUTIVE SESSION MINUTES

Minutes of any executive session shall be reviewed at least semi-annually by the County Board for continued confidentiality in accordance with the Illinois Open Meetings Act. Executive session minutes and corresponding tapes shall be kept secure in the County Clerk's Office. Executive session matters are to be kept confidential until released. (Amended 11/18/2008)

XI. SPECIAL COMMITTEES

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

XII. STANDING COMMITTEES

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

All standing committees and Standing Committee Chairman shall be appointed by the Chairman of the County Board at the first Adjourned Meeting after the Organizational meeting on the first Monday in December. Such members shall remain members of the respective committees at the pleasure of the Chairman. The Chairman shall appoint members evenly between committees when possible and a member may only serve as chairman of a single committee.. Further, should a vacancy exist in any Committee, the Chairman of the Board shall have the authority to fill such vacancy, subject to the approval of the County Board. (Amended 11/15/2022)

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

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

1. HIGHWAY:

This committee shall be responsible for the oversight and review of planning, acquisition, construction, improvement, modification and maintenance of the County's infrastructure, such as, but not limited to, roads, bridges, rights of way, water systems, and resource recovery systems. This committee shall be responsible for oversight and review of infrastructure to insure the health, safety and welfare of the citizens of the County.

Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman. (Amended 11/18/2008, 11/15/2022)

2. FACILITIES & TECHNOLOGY:

This committee shall be responsible for the overall operation, maintenance, scheduling and improvements to existing county buildings, hardware, software, other technology owned or leased and county owned properties. They shall recommend to the County Board for approval and/or action those contracts, leases, purchases or other instruments necessary to accomplish the orderly functioning of County facilities and technology. Responsibilities also include those duties and projects assigned by the Committee of the Whole and County Board Chairman. (Amended 11/18/2008, 11/15/2022)

3. ECONOMIC DEVELOPMENT & ADMINISTRATION:

This committee shall be responsible for the oversight and control of the county's economic growth and development. They shall be responsible for economic needs of the County and other units of government located within the County. They shall employ and supervise such staff as established and provided for by the County Board. They shall act as the county's liaison to various state and federal agencies and programs dealing with local economic issues. They shall be responsible for making reports to the County Board regarding grants and programs, applications and progress. They shall be responsible for the preparation of necessary documents and data as may be required by governmental agencies, units of local government or local developers Responsibilities also include those projects and duties assigned by the Committee of the Whole or County Board Chairman (Amended 11/15/2022).

4. HUMAN RESOURCES & INSURANCE:

This committee shall be responsible for the developments, implementation, oversight, adherence and administration of County personnel and policies. They shall oversee the County insurance needs and make recommendations to the County Board for action, modification or renewal of county insurance programs. They shall be responsible for the preparation and dissemination of information about progress, growth, development, operation and services available in the County to the media, press and public. This committee shall be responsible for policies guiding the operations of the Animal Control department and facility. This committee shall be responsible for policies guiding the operations of Emergency Management. Responsibilities also include those projects and duties assigned by the Committee-of-the-Whole and County Board Chairman (Amended 11/15/2022).

5. PLANNING, BUILDING AND ZONING:

This committee shall be responsible for the preparation, examination, review and analysis of the County comprehensive plan, including land use needs and requirements; for the review, modification and administration of the County's land use plans, zoning and mapping and platting ordinances. Responsible for the review, modification and recommendation to the County Board for the amendment to County construction guidelines, building codes and standards and zoning amendments and the review of all proposals for development within the County. Responsible for the review of all changes or modifications involving agricultural lands or flood plains and the supervision of the enforcement of county ordinances pertaining to land use and buildings Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman (Amended 11/15/2022).

6. FINANCE & BUDGET:

This committee is responsible for making recommendations concerning County fiscal policies and administration, including overall coordination of the annual County budget. The committee shall examine, review, analyze and where appropriate and necessary make recommendations concerning the annual budget. They shall prepare with the County Board Chairman, the annual appropriation and levy ordinance. They shall review all internal and external audits of all County departments and offices of all elected County officials. They shall also review, recommend the disposition of state, federal and agency grant requests and the appropriation of salaries of all County employees, appointed officials and office holders. They shall review all matters of real estate, taxation, and finances for the purpose of generating new services for the County. They shall generate, in conjunction with the County Treasurer's office, monthly and year-to-date income statements, revenue projections, expense statements and projections, projected surpluses or shortfalls. They shall be responsible for all purchasing and inventory controls. This committee shall oversee the Chief County Assessing Officer and department. This committee shall review and evaluate the performance of the Chief County Assessing Officer. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman.

7. COMMITTEE-OF-THE-WHOLE:

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

8. SPECIAL COMMITTEE ASSIGNMENTS:

The County Board Chairman shall appoint liaisons to various boards and committees including, but not limited to, the Community 708 Mental Health Board, the Housing Authority Board, the KenCom Executive Board, and the Board of Health, with the advice and consent of the County Board. (Amended 11/07/2006, 06/19_/2012, Res. 2012-29__, 11/15/2022

XIII. COMMITTEE VACANCIES

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

XIV. COMMITTEE POWERS

- A. The various elected officials and department heads, in addition to the County Board staff, shall provide such assistance, information and support to the standing committees and to the Board as a whole as shall be required by said committees or by the Board. Information required by the Board or any of its standing committees shall be provided upon request of any board member or board staff. The staffing for the standing committees shall be provided by the County Board staff. All County Board Committees, in the exercise of their oversight and legislative functions and powers, shall have the right to summon employees and to review those documents and records necessary or helpful in the exercise of such responsibilities. Willful failure to respond to a written request issued to a County employee or appointed department head by a Board Committee shall be sufficient cause to authorize the Committee to apply to the County Board Chairman for an order of the failure of the employee to appear and to request an immediate redress of said grievance. Moreover, it shall be the policy of the County Board that the County Board staff shall be made available in their respective areas of expertise to the elected County officers and to the various department heads, to the extent that the said request is not in conflict with the priorities assigned by the County Board.
- B. All Committees and Committee Chairmen shall be appointed by the Chairman of the County Board with approval of the County Board. A County Board member may only be the Chairman of a single committee. Each Committee Chairman shall appoint their committee vice chairman. (Amended 11/18/2008, 11/15/2022)
- C. Meetings of all Committees may be held on a regular meeting date and place or may be called by three (3) days notice by the Committee Chairman or a majority of the Committee. When called, a copy of said notice shall be sent to Administration (Amended 11/15/2022).
- D. Any Board Member is welcome and encouraged to attend Committee meetings other than Committees to which the Board Member is assigned. A Committee Chairman has the option of appointing other Board Members to meet the minimum level

required for a quorum. If a Board Member is appointed to meet the Committee quorum, the Board Member is entitled to vote for the duration of the meeting. (Amended 12/15/2009, 11/15/2022)

- B. The Committee Chairman shall designate a recorder to keep minutes of each meeting and shall file a copy thereof with the Clerk on or before the next regular County Board meeting date.

XV. COUNTY BOARD LIAISONS (11/15/2022):

- A. Labor and Grievance Liaison: Serves as the County Board's representative for all union negotiations. Reports to the full County Board monthly during the first County Board Meeting of the month.
- B. Law Justice and Legislation Liaison: Serves as the main point of contact with the Sheriff's Office, Judiciary, State's Attorney's Office, Public Defender, Court Services, KenCom, and the Circuit Clerk's Office. Advises the County Board on legislative matters at the state and federal level. Reports to the full County Board monthly during the first County Board Meeting of the month.
- C. Health Liaison: Serves as the main point of contact with the Board of Health, 708 Mental Health Board, Kendall County Housing Authority, and Northwest Water Planning Area Alliance Executive Board. Reports to the full County Board monthly during the first County Board Meeting of the month.
- D. All Liaison's shall be appointed by the Chairman of the County Board with approval of County Board. Each Liaison may appoint an alternate Liaison to serve in their absence.

XVI. COMMITTEE REPORTS:

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

XVII. COUNTY BOARD MEMBERS SALARY

- A. The salary of the County Board members, excluding the County Board Chairman, shall be established by resolution of the County Board.

(Amended 06/19/2012, Res. 2012-29, 11/15/2022)

XVIII. COUNTY BOARD CHAIRMAN AND LIQUOR CONTROL COMMISSIONER COMPENSATION

- A. The County Board Chairman's salary shall be established by resolution of the Kendall County Board. Additionally, a stipend shall be established by resolution of the Kendall County Board for the role of Liquor Control Commissioner. (Amended 05/20/08; 06/19/2012, Res. 2012-29, 11/15/2022)

XIX. MILEAGE REIMBURSEMENT AND HEALTH INSURANCE

- A. The County Board Chairman and County Board members are allowed mileage reimbursements to attend out of county travel for meetings assigned by the County Board Chairman. The mileage reimbursement rate is the same rate set by the Internal Revenue Service for mileage deductions (Amended 11/15/2022).
- B. The type of coverage and cost of Health Insurance for the County Board Chairman and the County Board members may be established by resolution of the County Board. (Amended 06/19/2012, Res. 2012-29)

XX. AMENDMENT & EFFECT OF RULES

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

XXI. SEVERABILITY:

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

In the event that any of these Rules shall conflict with the provisions of Illinois law, that rule shall be deemed to be of no further force and effect. The determination of the invalidity

of any such rule shall not affect the validity of the remainder of the rules.

Adopted: May 9, 1972

Amended: December 14, 1976
December 12, 1978
March 8, 1983
January 12, 1988
April 9, 1991
November 16, 1999
October 15, 2002
November 7, 2006
May 20, 2008
November 18, 2008
December 15, 2009
June 19, 2012 (Resolution 2012-29)
March 7, 2017
October 3, 2017
April 3, 2019
June 18, 2019
August 18, 2020
November 15, 2022

Kendall County Clerk				
Revenue Report		10/1/22-10/31/22	10/1/21-10/31/21	10/1/20-10/31/20
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$703.50	\$1,230.00	\$1,358.50
MARFEE	County Clerk Fees - Marriage License	\$1,800.00	\$1,710.00	\$2,160.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$30.00	\$70.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,040.00	\$2,332.00	\$2,060.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$315.00	\$440.00
MISINC	County Clerk Fees - Misc	\$60.00	\$79.00	\$3,384.20
	County Clerk Fees - Misc Total	\$4,658.50	\$5,696.00	\$9,472.70
RECREE	County Clerk Fees - Recording	\$25,427.00	\$42,164.00	\$45,861.00
	Total County Clerk Fees	\$30,085.50	\$47,860.00	\$55,333.70
CTYREV	County Revenue	\$74,480.00	\$58,548.75	\$50,535.75
DCSTOR	Doc Storage	\$14,792.50	\$24,832.00	\$26,882.50
GISMAP	GIS Mapping	\$46,924.00	\$78,662.00	\$85,080.00
GISRCD	GIS Recording	\$3,128.00	\$5,244.00	\$5,672.00
INTRST	Interest	\$92.40	\$30.16	\$31.60
RECMIS	Recorder's Misc	\$3,096.50	\$5,374.50	\$587.00
RHSP	RHSP/Housing Surcharge	\$12,663.00	\$22,140.00	\$24,453.00
TAXCRT	Tax Certificate Fee	\$920.00	\$640.00	\$720.00
TAXFEE	Tax Sale Fees	\$20.00	\$45.00	\$45.00
PSTFEE	Postage Fees			
CK # 19557	To KC Treasurer	\$186,201.90	\$243,376.41	\$249,340.55
Death Certificate Surcharge sent from Clerk's office \$960.00 ck # 19555				
Dom Viol Fund sent from Clerk's office \$305.00 ck 19556				

Office of the Kendall County Coroner

**Monthly Report
October 2022**

- * There were 15 hours of community service time served during the month of October.
- * October 4 - Coroner Purcell presented for the Schaumburg Library via Zoom
- * October 5 - Chief Deputy Gotte attended a training in Peoria on Arson Investigation
- * Multiple Dates - Deputy Coroner McCarron completed the 40-Hour Mandatory Firearms Training
- * October 14-17 - Coroner Purcell attended the NAME Annual Conference
- * October 27 - Coroner Purcell presented for the Oswego East High School Law Enforcement Class
- * October 28 - Coroner Purcell provided a morgue tour for the Oswego East High School Law Enforcement Class
- * October 29 - KCCO hosted the bi-annual DEA Take Back Event at the Public Safety Center

Deaths Report to the M.E.		Deaths Investigations	
October 2022	27	October 2022	4
YTD	328	YTD	64

MEI Scene Investigations		Postmortem Examinations	
October 2022	7	October 2022	3
YTD	55	YTD	26

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
October 2022	22	1	0	0	1	3
YTD	295	10	13	2	3	5

Cremation Permits Issued	
October 2022	17
YTD	205

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2022-0303	Natural	Neoplasm	07-20-1941	10-03-2022	None	No
2022-0304	Natural	Nervous System	03-05-1918	10-04-2022	None	No
2022-0305	Natural	Neoplasm	05-15-1956	10-05-2022	None	No
2022-0306	Natural	Dementia-Alzheimers	07-24-1944	10-05-2022	None	No
2022-0307	Natural	Cardiac	03-21-1929	10-07-2022	None	No
2022-0308	Natural	Chronic Alcoholism	10-25-1965	10-08-2022	None	Yes
2022-0309	Natural	Nervous System	01-16-1962	10-11-2022	None	No
2022-0310	Natural	Cardiac	08-12-1938	10-13-2022	None	No
2022-0311	Natural	Neoplasm	03-08-1938	10-16-2022	None	No
2022-0312	Natural	Cardiac	01-07-1931	10-17-2022	None	No
2022-0313	Natural	Dementia-Alzheimers	11-19-1935	10-17-2022	None	No
2022-0314	Natural	Pulmonary	11-09-1929	10-17-2022	None	No
2022-0315	Natural	Neoplasm	05-02-1954	10-19-2022	None	No
2022-0316	Accident	Blunt Force	01-23-1970	10-19-2022	None	Yes
2022-0317	Natural	Diabetes	03-06-1953	10-21-2022	None	Yes
2022-0318	Natural	Cardiac	06-24-1974	10-21-2022	None	Yes
2022-0319	Pending	Undetermined/Other	12-31-1973	10-23-2022	Full	Yes
2022-0320	Natural	Cardiac	04-04-1927	10-24-2022	None	No
2022-0321	Natural	Renal Disease	11-11-1929	10-26-2022	None	No
2022-0322	Natural	Pulmonary	10-24-1924	10-27-2022	None	No
2022-0323	Pending	Drug Death-Mixed Drug Toxicity	04-09-1998	10-27-2022	Full	Yes
2022-0324	Natural	Dementia-Alzheimers	05-01-1923	10-27-2022	None	No
2022-0325	Natural	Cardiac	12-25-1929	10-28-2022	None	No
2022-0326	Natural	Nervous System	07-24-1955	10-30-2022	None	No
2022-0327	Pending	Undetermined/Other	07-08-1985	10-30-2022	Full	Yes
2022-0328	Natural	Dementia-Alzheimers	11-22-1936	10-30-2022	None	No
2022-0329	N/A		12-20-1959	10-31-2022	N/A	No

COUNTY OF KENDALL, ILLINOIS

ORDINANCE 2022-___

**ORDINANCE AUTHORIZING A BUDGET AMENDMENT TO THE
KENDALL COUNTY FISCAL YEAR 2022 BUDGET**

WHEREAS, 55 ILCS 5/6-1002 provides that, the authority of the County Board to amend the annual appropriation ordinance at any point during the fiscal year shall be the same as its authority to determine and adopt the original annual budget; such amended budget shall be prepared as otherwise provided in this Section; and

WHEREAS, 55 ILCS 5/6-1003 provides that, after the adoption of the county budget, transfers of budget appropriations affecting personnel and capital may be made at any meeting of the county board by a two-thirds vote of all members constituting such board, provided any such transfer of appropriations does not affect the total amount appropriated for the fund; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase in expense of \$7,050 to NAMI line in the 708 Mental Health Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease in expense of \$1,150 in the Open Door line in the 708 Mental Health Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease in expense of \$1,150 in the AID line in the 708 Mental Health Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase in expense of \$7,050 to Oswego Senior Center line in the 708 Mental Health Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase in expense of \$300 to CASA line in the 708 Mental Health Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease in expense of \$12,100 in the Family Service Associates line in the 708 Mental Health Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase transfer of \$45,050 to the Mental Health line in the Health Department Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase transfer of \$1,750 to the Mental Health line in the Drug Court Revenue Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increased transfer out of \$12,750 from the Corporate General Fund Budget and increased transfer in to the Historic Preservation CLG Grant Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increased revenue of \$29,750 in the Historic Preservation CLG Grant Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$42,500 in the Consultants line in the Historic Preservation CLG Grant Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease expense of \$150,000 to the Mental Health Service line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease expense of \$150,000 to the Mental Health Service line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease expense of \$497,732 to the Small Business Economic Support line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase expense of \$1,000,000 to the Aid to Small Business line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease expense of \$350,000 to the Other Support line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase expense of \$350,000 to the Other Economic Support line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase expense of \$18,900 to the Rehiring Public Sector Staff line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase expense of \$150,000 to the Drinking Water: Storage line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase expense of \$130,000 to the Broadband: Other Projects line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase expense of \$10,450 to the Other Public Health Services line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase expense of \$2,831 to the COVID-19 Testing line in the American Rescue Plan Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease expense of \$50,000 to the Cybersecurity Contracts line in the Loss Revenue Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease expense of \$41,000 to the Cybersecurity Software line in the Loss Revenue Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the decrease expense of \$20,000 to the Cybersecurity Hardware line in the Loss Revenue Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase expense of \$97,000 to the Provision for Government Services line in the Loss Revenue Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include the increase revenue of \$80,113.14 to the Revenue line in the Opioid Settlement Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$3,000 to the Interest Income line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$100,000 to the Miscellaneous Income line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$8,700 to the State Grant Health Protection line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$32,000 to the Behavioral Counsel Fees line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$100,261 to the Mental Health Grants line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$6,777 to the Tobacco/Reality IL line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$4,397 to the Title III Age Guide line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$46,000 to the

Caregiver Connections line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$41,125 to the Outpatient Fitness Restoration line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$51,200 to the MH Awareness Training line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$2,775 to the Tanning/Body Art Fees line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$10,000 to the Climate Change line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$2,500 to the Youth Immunization Clinic line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$1,000 to the Adult Immunization/Travel, Flu Clinic line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$24,590 to the DHS-FCM line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$1,974.40 to the Youth Immunization- Medicaid line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$18,900 to the Fed to State Grant- W.I.C. Farmers Market line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$4,915 to the TB Services line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$600 to the Application Assistance line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease revenue of \$14,400 to the Emergency Response Grants line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$666,400 to the COVID Grants line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$9,201.60 to the HealthWorks Illinois line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$2,353,395 to the Community Action State Grants line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease expense of \$11,340.48 to the Salaries-Program Support line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease expense of \$14,208.26 to the Salaries-Community Action line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease expense of \$210,987.23 to the Salaries-Mental Health line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease expense of \$72,514.71 to the Salaries-Environmental Health line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$101,714.93 to the Salaries-Comm Health Services line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease expense of \$64,164.46 to the IMRF Benefits line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease expense of \$8,584.36 to the SSI Benefits line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include decrease expense of \$25,306.21 to the Health Benefit line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$1,000 to the Dues/ Subscriptions line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$17,000 to the Conferences & Training line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$56,000 to the Contractual Services line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$3,000 to the Vehicle Maintenance line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$3,900 to the Printing & Publications line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$5,200 to the Cell Phones line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$203,500 to the Refunds line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$10,000 to the Advertising line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$7,500 to the Supplies-General line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$2,018,900 to the Direct Client Assistance line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$3,545 to the CARF line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$60,000 to the Capital Expenditure line in the Health and Human Services Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$2,500 to the Drug Court Revenue line in the Drug Court Revenue Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$2,500 to the Drug Testing line in the Drug Court Revenue Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$5,000 to the Miscellaneous Expense line in the Sheriff IL Med Assist Recovery Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$2,500,000 to the Grant Award line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$1,470,000 to the

Personnel line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$27,000 to the Travel line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$3,000 to the Equipment line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$210,000 to the Services line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$75,000 to the Miscellaneous Cost line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$560,000 to the Facilities line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$155,000 to the Overtime line in the HIDTA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$180,000 to the Grant Award line in the Courthouse Grant Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$47,000 to the Contractual Services line in the Courthouse Grant Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$133,000 to the Equipment line in the Courthouse Grant Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$5 to the Interest Income line in the HRA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$1,500 to the Employee Contr. - HRA line in the HRA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$1,500 to the Claims / Reimb to Infinisource line in the HRA Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$5,500 to the EE Contr. - Critical Illness line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$20,000 to the EE Contr. - Accidental ins line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$60 to the EE Contr. - Aflac line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$50 to the EE Contr. - Term Life line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$3,400,000 to the EE Contr. - Health Insurance line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$40,000 to the EE Contr. - Vision line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$40,000 to the EE Contr. - Supp Life line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$25,000 to the EE Contr. - FSA/DCSA line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$100 to Employee Jury Duty Reimb. Line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase revenue of \$200,000 EE Contr. - Dental line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$60 to the AFLAC line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$25,000 to the FSA / DCSA line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$40,000 to the Vision line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$100 to the Jury Duty Reimbursement line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$40,000 to the

Supplemental Life line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$3,400,000 to the Health Insurance line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$20,000 to the Accidental Insurance line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$5,500 to the Critical Illness line in the Payroll Clearing Account Fund Budget; and

WHEREAS, the Fiscal Year 2022 Budget did not include increase expense of \$200,000 to the Dental Insurance line in the Payroll Clearing Account Fund Budget; and

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Kendall County, Illinois that the following budget revisions and journal entries in the Fiscal Year 2022 Budget are hereby authorized as follows in attached Exhibit A.

BE IT FURTHER RESOLVED, that the Kendall County Clerk is hereby authorized to distribute a certified copy of this Ordinance to the County Administrator and the Kendall County Treasurer.

Approved and adopted by a two-thirds majority vote of the County Board of Kendall County, Illinois, this 15th day of November 2022.

Board Chairman Signature:

Attest:

Scott R. Gryder, Chairman
County Board

Debbie Gillette
County Clerk

_____ Ayes
_____ Nays
_____ Abstain

Exhibit A

No.	Org	Object	Description	Debit	Credit
1	120014	66800	NAMI	7,050.00	
2	120014	66640	Open Door		1,150.00
3	120014	66630	AID		1,150.00
4	120014	66930	Oswego Senior Center	7,050.00	
5	120014	66690	CASA	300.00	
6	120014	66750	Family Service Associates		12,100.00
7	120513	40470	Transfer from ARPA- Mental Health		45,050.00
8	135915	40470	Transfer from ARPA- Mental Health		1,750.00
9	11003038	61540	Transfer to Historic Preservation CLG Grant	12,750.00	
10	172019	40000	Transfer from General Fund		12,750.00
11	172019	42970	Grant Award		29,750.00
12	172019	63630	Consultants	42,500.00	
13	177025	79110	Mental Health Service		150,000.00
14	177025	79112	Mental Health Service		150,000.00
15	177025	79209	Small Business Econ Support		497,732.00
16	177025	79229	Aid to Small Business	1,000,000.00	
17	177025	79213	Other Support		350,000.00
18	177025	79237	Other Economic Support	350,000.00	
19	177025	79214	Rehiring Public Sector Staff	18,900.00	
20	177025	79514	Drinking Water: Storage	150,000.00	
21	177025	79517	Broadband: Other Projects	130,000.00	
22	177025	79114	Other Public Health Services	10,450.00	
23	177025	79102	COVID-19 Testing	2,831.00	
24	177125	70620	Cybersecurity Contracts		50,000.00
25	177125	70630	Cybersecurity Software		41,000.00
26	177125	70640	Cybersecurity Hardware		20,000.00
27	177125	79601	Provision for Government Service	97,000.00	
28	136325	42250	Revenue		80,113.14
29	120513	41350	Interest Income		3,000.00
30	120513	41700	Miscellaneous Income		100,000.00
31	120513	42650	State Grant Health Protection	8,700.00	
32	120513	42510	Behavioral Counsel Fees	32,000.00	
33	120513	42620	Mental Health Grants	100,261.00	
34	120513	42660	Tobacco/Reality IL		6,777.00
35	120513	42670	Title III E Age Guide		4,397.00
36	120513	43610	Caregiver Connections	46,000.00	
37	120513	43630	Outpatient Fitness Restoration	41,125.00	
38	120513	43640	MH Awareness Training	51,200.00	
39	120513	42540	Tanning/Body Art Fees	2,775.00	
40	120513	42790	Climate Change	10,000.00	
41	120513	42580	Youth Immunization Clinic (>18)	2,500.00	
42	120513	42590	Adult Immunization/Travel/Flu Clinic		1,000.00
43	120513	42690	DHS - FCM	24,590.00	
44	120513	42720	Youth Immunization - Medicaid (>18)	1,974.40	
45	120513	42730	Fed to State Grant - W. I. C./Farmers Market		18,900.00

Exhibit A

No.	Org	Object	Description	Debit	Credit
46	120513	42740	TB Services		4,915.00
47	120513	42830	Application Assistance		600.00
48	120513	42800	Emergency Response Grants	14,400.00	
49	120513	43680	COVID Grants		666,400.00
50	120513	43730	HealthWorks Illinois		9,201.60
51	120513	42750	Community Action State Grants		2,353,395.00
52	120513	51350	Salaries - Program Support		11,340.48
53	120513	51360	Salaries - Community Action		14,208.26
54	120513	51370	Salaries - Mental Health		210,987.23
55	120513	51380	Salaries - Environmental Health		72,514.71
56	120513	51380	Salaries - Comm Health Services	101,714.93	
57	120513	61160	IMRF Benefits		64,164.46
58	120513	61170	SSI Benefits		8,584.36
59	120513	61230	Health Benefits		25,306.21
60	120513	62030	Dues/Subscriptions	1,000.00	
61	120513	62040	Conferences & Training	17,000.00	
62	120513	62150	Contractual Services	56,000.00	
63	120513	62170	Vehicle Maintenance	3,000.00	
64	120513	62190	Printing & Publications	3,900.00	
65	120513	63540	Cell Phones	5,200.00	
66	120513	63850	Refunds	203,500.00	
67	120513	65610	Advertising	10,000.00	
68	120513	67750	Supplies - General	7,500.00	
69	120513	67810	Direct Client Assistance	2,018,900.00	
70	120513	67880	CARF	3,545.00	
71	120513	69780	Capital Expenditures	60,000.00	
72	135915	43650	Drug Court Revenue		2,500.00
73	135915	64450	Drug Testing	2,500.00	
74	150320	66500	Miscellaneous Expense	5,000.00	
75	175020	42970	Grant Award		2,500,000.00
76	175020	70000	Personnel	1,470,000.00	
77	175020	70020	Travel	27,000.00	
78	175020	70030	Equipment	3,000.00	
79	175020	70050	Services	210,000.00	
80	175020	70110	Miscellaneous Cost	75,000.00	
81	175020	70350	Facilities	560,000.00	
82	175020	70600	Overtime	155,000.00	
83	178103	42970	Grant Award		180,000.00
84	178103	62150	Contractual Services	47,000.00	
85	178103	62160	Equipment	133,000.00	
86	180308	41350	Interest Income		5.00
87	180308	47580	Employee Contr. - HRA		1,500.00
88	180308	52130	Claims / Reimb To Infnisource	1,500.00	
89	180608	47380	EE Contr. - Critical Illness		5,500.00
90	180608	47390	EE Contr. - Accidental Ins		20,000.00

Exhibit A

No.	Org	Object	Description	Debit	Credit
91	180608	47400	EE Contr. - Aflac		60.00
92	180608	47440	EE Contr. - Term Life		50.00
93	180608	47490	EE Contr. - Health Insurance		3,400,000.00
94	180608	47510	EE Contr. - Vision		40,000.00
95	180608	47520	EE Contr. - Supp Life		40,000.00
96	180608	47530	EE Contr. - FSA/DCSA		25,000.00
97	180608	47570	Employee Jury Duty Reimb.		100.00
98	180608	47590	EE Contr. - Dental		200,000.00
99	180608	52050	AFLAC	60.00	
100	180608	52080	FSA / DCSA	25,000.00	
101	180608	52110	Vision	40,000.00	
102	180608	52120	Jury Duty Reimbursement	100.00	
103	180608	52150	Supplemental Life	40,000.00	
104	180608	52180	Health Insurance	3,400,000.00	
105	180608	52190	Accidental Insurance	20,000.00	
106	180608	52200	Critical Illness	5,500.00	
107	180608	52210	Dental Insurance	200,000.00	

MASTER ARCHITECT/ENGINEER & CONSTRUCTION MANAGER(AE/CM) AGREEMENT

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 Cordogan Clark & Associates, Inc. (AE) & Cordogan Clark Consulting Services, Inc. (CM) (hereinafter referred to as “Contractor”) with its principal place of business at 960 Ridgeway Avenue, Aurora, IL 60506. 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, and Applicability:** This Agreement shall be effective as of its execution and continue for 5 years, or the Agreement is terminated by either party pursuant to the terms in the Agreement. The terms of this Agreement shall apply to any contract, purchase, task order, project proposal, or other written agreement for a specific project (“Project Documents”) between Kendall County and Contractor in which this Master Agreement is referenced. “Project Documents” shall be defined as specific tasks or specific projects that the County identifies or requests that require services to be performed by the Contractor that are specifically requested in writing. Whenever reasonable, an estimated fee shall be provided in writing. Fees shall be generally in alignment with the Fee Schedule referenced within this Agreement.
 - a. **The Work:** Contractor will provide Kendall County with construction, labor, materials, and services in accordance with the scopes of work as identified in specific Project Documents. All Project Documents, and any amendment thereto, must be in writing and signed by both parties.
2. **Modifications:** All changes or adjustments to this Agreement or Project Documents, including but not limited to any increase or decrease of the scope of the work performed or adjustment in fee schedules and contract time, must be in writing, signed by both parties to the Agreement.
3. **Payment:** In consideration for Contractor providing the Work, to the satisfaction of Kendall County, as set forth in this Agreement and the Project Documents, Kendall County agrees to pay the Contract Sum as defined in the specific Project Documents. For Projects that are managed as AE/CM projects, the AE/CM Contractor will collect all Prime Contractor Pay Applications and waivers and package these Prime Subcontractor Pay Applications with an overall project AIA G702/703 Pay Application for processing by Kendall County. The AE/CM shall then distribute Prime Contractor payments with an exchange of Lien Waivers and Certified Payrolls that will be in arrears by one month.

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 the Project 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.
4. **Time:** The Contractor shall achieve Substantial Completion as determined by the specific projects where these dates are agreed to in the scope of work detailed for specific projects, and shall achieve Final Completion within 30 calendar days thereafter. Time shall be changed only by written agreements signed by both parties.
5. **Indemnification:** Contractor shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as “Releases”) 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 Contractor of any representations or warranties made within the contract documents (collectively, the

“Claims”), to the extent such Claims result from the performance of this Agreement or the Project Documents by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement or the Project Documents. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State’s Attorney and shall be appointed as a Special Assistant State’s Attorney. Kendall County’s participation in its defense shall not remove Contractor’s duty to indemnify and hold the Kendall County harmless as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement.

6. **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. 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 Kendall County at the address set forth herein.

All coverage shall be at least as broad as the following:

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.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor 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.

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.

Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County.

Kendall 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 Contractor 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 Contractor’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).

For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its

past present or future officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.

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 contract or the beginning of contract 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 contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Contractor shall furnish Kendall 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 Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.

7. **Property Damage:** All loss or damage arising out of the nature of the work performed by Contractor including, but not limited to any damage caused to Contractor's equipment during the performance of said work shall be sustained at Contractor's expense. Contractor shall also be held responsible for any and all damage caused by Contractor in the performance of services under this Agreement. Any damage caused by Contractor to the County's parking lots, islands, sidewalks, buildings, and/or other Kendall County property may be repaired by Kendall County, in its sole discretion, and either deducted from the payment owed to the Contractor or billed to Contractor, at Kendall County's discretion.
8. **Independent Contractor:** Contractor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. For projects where Cordogan Clark is retained to provide Construction Management services, the AE/CM shall serve as the Owner's Agent in administering the Prime Construction Contracts. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

9. **Non-Appropriation:** In the event Kendall 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 Contractor. In the event of a default due to non-appropriation of funds, Contractor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) calendar days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
10. **Termination:** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County upon written notice delivered to Contractor at least thirty (30) calendar days prior to the effective date of termination. Kendall County shall reimburse Contractor for any work completed prior to the termination date. Upon receipt of a termination notice, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Kendall County shall not be liable for those costs and expenses resulting from Contractor's failure to mitigate such losses. Further, Kendall County shall not be responsible for salaries, overhead, and fees accrued after the Agreement's termination. Kendall County shall not be liable for any other additional payments, penalties, and/or early termination charges.
11. **Warranties:** Contractor warrants to Kendall County that all services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of Kendall County. In providing services under this Agreement, the Contractor will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. 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.
12. **Kotecki Waiver:** Contractor (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 a project to which this Agreement applies; 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 Kendall County, Illinois, 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.
13. **Assignment:** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
14. **Confidentiality:** It is understood and agreed to by Contractor that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
15. **Notice:** 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 Kendall County, KCFM, Attention: Director, Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125, with copy sent to: State's Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to Brian Kronewitter., Executive Vice President, Phone: (630) 209-7525. Email: bkronewitter@cordoganclark.com.

16. **Force Majeure:** 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 include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and 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 claiming party with all reasonable dispatch will remedy the cause of such inability to perform.

17. **Certification:** Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer’s or employee’s official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

18. **Compliance with State and Federal Laws:** Contractor agrees to comply with all applicable federal, state and 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 and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage laws, and labor laws.

19. **Equal Opportunity/Non-Discrimination:** The Contractor, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Contractor, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

20. **Prevailing Wage:** 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 contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects 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 contractor/subcontract has 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. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.

21. **Employment of Illinois Workers on Public Works Act:** 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 Act”), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the 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) calendar days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

22. **Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
23. **Remedies:** 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, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys’ fees, court costs, expenses, and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
24. **Waiver:** The Parties' 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.
25. **Background Checks/Security:** Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Kendall County’s facilities on behalf of Contractor, Contractor’s consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. 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, Contractor agrees that the individual shall not be assigned to perform work on or at Kendall County’s facilities absent prior written consent from Kendall County. Kendall County, at any time, for any reason and in Kendall County’s sole discretion, may require Contractor and/or Contractor’s consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Company further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

26. **Counterparts:** 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.
27. **Waiver of Lien:** Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this

Agreement. Upon completion of the work and as a condition prior to payment in full, Contractor shall tender to Kendall County a final waiver of lien for all subcontractors and/or suppliers.

- 28. **Occupational Safety and Health Act:** The Contractor and any Subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.
- 29. **Drug Free Workplace:** Contractor 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.*
- 30. **Default:** The Agreement may be canceled or annulled by Kendall County in whole or in part by written notice of default to the Contractor upon nonperformance or violation of the Agreement's terms. Failure of the Contractor to deliver services within the time stipulated in the Agreement, unless extended in writing by Kendall County, shall constitute an Agreement default.
- 31. **Governing Law & Venue:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- 32. **Entire Agreement:** This Agreement, together with written Project Documents signed by both parties, represents the entire agreement between the parties regarding the subject matter of those specific Project Documents and there are no other promises or conditions in any other agreement whether oral or written. This Agreement, together with the Project Documents for a specific project, supersedes any prior written or oral agreements between the parties regarding the subject matter of those Project Documents and may not be modified except in writing acknowledged by both parties.
- 33. **Taxes:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status. No submitted bids can include any amounts of money for these taxes.
- 34. **Authority to Execute Agreement:** The Kendall County and Contractor 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.

Agreed, this _____ day of _____, 2022

Cordogan Clark & Associates, Inc (AE)	
Cordogan Clark Consulting Service, Inc. (CM)	Kendall County, Illinois
Contractor Name	

Signature	Signature
Brian Kronewitter	
Printed Name	Printed Name
Executive Vice President	
Title	
Date	Date

September 9, 2022

Kendall County
111 West Fox Street
Yorkville, Illinois 60560
Attention: Scott Koepfel

RE: KENDALL COUNTY PHASE ONE CAPITAL IMPROVEMENTS PROJECTS PROPOSAL

Dear Scott:

We appreciate the opportunity to present our proposal to Kendall County (KC) to provide professional architectural, interiors, SMEP engineering and construction management services under the Master Agreement for the Phase One Capital Improvements Projects that are defined in the Space Needs/Master Plan Study dated August 26, 2022, and as will be presented at the 9/15/22 Committee of the Whole meeting. Cordogan Clark is excited for the opportunity to work with the County on this critical project to alleviate the space challenges in your existing building. Our team will ensure that the County receives the best and most attentive services at the best value. The project scope is identified below:

PROJECT DESCRIPTION:

Kendall County anticipates consolidating the offices of the County Clerk, County Recorder and Voter Operations into a new one-story (approximately 11,000 SF) standalone facility at the Fox Street Campus and to build a basement (approximately 6,800 SF) that daylights and will also provide space for Facilities Management and storage that currently resides in the Annex Building as generally illustrated in the Space Needs Study documents. Additionally, parking lot improvements and the demolition of the Annex Building are contemplated to also be included in the scope of work for this Phase One Project.

PROPOSED COST OF WORK:

Cordogan Clark (CC) will provide basic Architectural, Structural and Mechanical, Electrical, Plumbing (SMEP) and Fire Protection Engineering services based on a fee percentage of 8.25% (as defined in the Fee Schedule of the Master Agreement) of the projected cost of construction plus construction contingency. The design fees will be reconciled and fixed as determined at the end of the design development phase agreed to estimate. Interior Design/Furniture Procurement Services via a Co-Op will be provided at a lump sum of \$12,000. Civil Engineering fees will be competitively procured and will be run through the CC Contract as a direct pass through. Reimbursables such as printing and miscellaneous costs shall be provided at direct cost, and it is recommended that an allowance of \$2,000 be set aside for such items.

CC will also provide Construction Management Services (CM) on the project. The CM services would include preconstruction services (estimating, scheduling and constructability analysis) and can be completed for a lump sum of \$30,000. The CM services would include public bidding the project to local trade contractors and managing the construction with an on-site Superintendent and Project Manager which will be part of the Cost of the Work. The CM services fee for this project would be 4.75% (as defined in the Fee Schedule of the Master Agreement) of the cost of the work.

Outlined below is our understanding of the scope of work and our associated Architectural, Engineering and Construction Management fees for Phases 1 through 5.

Phase 1 – Schematic Design (20% of Total Fee)

Schematic design documents further establish and delineate the design concept. During the schematic design phase, we preliminarily evaluate the program, project budget, and design requirements. Based on final program and project budget requirements, we prepare for review and approval a set of preliminary design documents that illustrate the scale and relationship of project components. Final schematic design solutions are then developed and documented, including plans, elevations, and sections.

Phase 1 - Schematic Design Outline:

- Establish preliminary spatial relationships based on program
- Prepare design concept options; floor plans, interior elevations, ceiling plans
- Prepare exterior design enhancement for grant funding
- Prepare Structural, Mechanical, Plumbing, Electrical, Fire Protection (SMEP/FP) conceptual system approach

Phase 2 - Design Development (15% of Total Fee)

Design Development documents proceed from schematic design to further define, refine, and illustrate the design. The design development phase uses the approved schematic design solution as the foundation for an in-depth study of each aspect of the project.

Through comparative analysis we evaluate the most appropriate/effective method of resolving the design. Interior/exterior materials are selected to complement the design aesthetic. Each design aspect is evaluated, and use determined by its cost-effective ability to fulfill the programmatic needs.

Phase 2 - Design Development Outline:

- Prepare design development documents for preferred option including drawings and other documents that specify all design elements
- Review and identify building systems (SMEP/FP)
- Review and identify architectural/theme with relationship to color/material and space
- Coordinate planning and permit review process with those having jurisdiction
- Review systems, details, and material selections
- Participate in presentation to community if required

Phase 3 - Construction Documents (40% of Total Fee)

Construction documents depict and notate the project's design and physical form. This phase identifies complete bidding and construction documents for the purpose of soliciting competitive bids from contractors to construct the project. Depending upon the actual services provided, these documents include all Architectural, SMEP/FP Drawings; project manual and specifications.

Phase 3 - Construction Documents

- Confirm client goals/objectives for content, detail, & packaging of bidding documents
- Prepare construction drawings based on client approved design development drawings
- Prepare specifications to accompany construction drawings

- Establish alternates, allowances, & contingencies
- Assist in issuance of documents
- Submit documents to agencies for permit

Phase 4 - Bidding & Negotiation (5% of Total Fee)

Following the project team's review of all contract documents and project specifications, and upon approval of this material, our project team assists with architectural/engineering input and review for obtaining construction subcontracts. Upon receiving bid information, our team will assist the client and contractor, if desired, with evaluating proposals for completeness and to assist in determining the lowest qualified bidder.

Phase 4: Bidding & Negotiation Outline:

- Assist in issuance of documents
- Submit documents to agencies for permit
- Prepare addenda, if required
- Recommend contractor(s) to owner for approval
- Participate in bidding and pre-bid conferences

Phase 5 - Construction Administration (20% of Total Fee)

Following the project team's review of all contract documents and project specifications, and upon approval of this material, our project team assists the client and contractor with architectural/engineering input and review for obtaining construction subcontracts. Upon receiving bid information, our team will assist the client and contractor, if desired, with evaluating proposals for completeness and to assist in determining the lowest qualified bidder.

Phase 5: Construction Administration Outline:

- Review/approve shop drawings and submittals
- Review/respond to contractor's requests for information
- Attend site construction meetings as needed
- Ongoing review of conformance with design intent
- Submittal processing & approvals
- Revise drawings & specifications as needed
- Request for Information (RFI) Reviews
- Architectural Supplemental Instructions (ASI) Management
- Review punch lists & review completion

CM PRECONSTRUCTION SERVICES

The Preconstruction Phase is crucial to the success of the construction project. It is the phase of developing a solution based on the cost, time and quality goals that were established in the strategic phase of the project. This part of the project can be defined by three individual phases: Conceptual, Design Development, and Construction Documents.

Schematic Design Phase Activities:

- Develop Master Schedule
- Estimates and preliminary Total Project Budget Allocations
- Review Permits/Approvals Process

- Develop Phased Construction Schedule
- Establish Allowances/Contingencies
- Review Drawings for Constructability
- Analyze Building Systems to define cost effective solutions

Design Development Activities:

- Establish General Conditions costs
- Define Logistics Plans
- Track and Review Permits/Approvals
- Update Cost Estimate based on Design Development Drawings & specifications
- Analyze Budget / Design / Needs
- Update Master Schedule
- Review Drawings for Constructability

Construction Documents Phase:

- Review Drawings for Constructability
- Establish Bid Alternates
- Provide Construction Schedule for Inclusion in Construction Documents
- Update Cost Estimate based on Construction Documents Drawings & specifications
- Finalize Logistics Plans
- Help in the Coordination of Permits/Approvals
- Review Construction Documents
- Update Master Schedule

Bidding Phase:

- Develop Interest in project from perspective Bidders
- Develop Scope of Work Specifications for multiple prime bid packages
- Manage Bidding Process

Construction Management Services During Construction

- Issue Contracts to lowest responsive & responsible prime Contractors
- Ensure review/approval, tracking and documentation of all contractors' submittals
- Furnish highly qualified, on-site supervision during construction as needed
- Expedite and manage responses to contractors' Requests for Information (RFIs)
- Conduct weekly on-site project status and safety meetings
- Provide oversight of trade coordination; expedite resolutions, document outcomes
- Manage and update project schedule as required
- Review and recommend approval/rejection of contractor's pay applications
- Develop punch list; oversee timely completion by contractors and/or vendors
- Ensure that as-built drawings are maintained by contractor during construction

Schedule

We understand the desired goal of Kendall County to have the project start construction in the Spring/Early Summer of 2023. We have based our proposal under this assumption.

Topographic surveys and geotechnical services will be needed and can be run through our contract or go direct to the County.

We are confident that the deliverable that we will provide to your team will be of the highest caliber and accuracy having the full benefit of being produced by our integrated team of architects, engineers, interior designers and construction managers.

If this proposal meets your satisfaction, please sign on the following page and return a copy to us via email at bkronewitter@cordoganclark.com.

Respectfully Submitted,

Cordogan Clark



Brian K. Kronewitter, AIA, DBIA
Executive Vice President

Cordogan Clark

BY: 

Its representative

DATE: September 15, 2022

County of Kendall

BY:

Its representative

DATE:

Kendall County Task Work Fee Schedule



March 17, 2022

Project Value	Hourly Fee Option	Estimated AE Fee % Option	CM Fee %	General Conditions
< \$100,000	X	15.00%	12.00%	Cost of the work
\$100,000 to \$200,000	X	14.00%	11.00%	Cost of the work
\$200,000 to \$300,000	X	13.00%	10.50%	Cost of the work
\$300,000 to \$400,000	X	12.50%	10.00%	Cost of the work
\$400,000 to \$500,000	X	12.00%	9.50%	Cost of the work
\$500,000 to \$600,000	X	11.50%	9.00%	Cost of the work
\$600,000 to \$700,000	X	11.00%	8.50%	Cost of the work
\$700,000 to \$800,000	X	10.50%	8.00%	Cost of the work
\$800,000 to \$900,000	X	10.25%	7.50%	Cost of the work
\$900,000 to \$1,000,000	X	10.00%	7.00%	Cost of the work
\$1,000,000 to \$1,500,000		9.75%	6.50%	Cost of the work
\$1,500,000 to \$2,000,000		9.50%	6.00%	Cost of the work
\$2,000,000 to \$2,500,000		9.00%	5.50%	Cost of the work
\$2,500,000 to \$3,000,000		8.85%	5.00%	Cost of the work
\$3,000,000 to \$4,000,000		8.75%	4.95%	Cost of the work
\$4,000,000 to \$5,000,000		8.50%	4.90%	Cost of the work
\$5,000,000 to \$6,000,000		8.45%	4.85%	Cost of the work
\$6,000,000 to \$7,000,000		8.35%	4.80%	Cost of the work
\$7,000,000 to \$8,000,000		8.25%	4.75%	Cost of the work
\$8,000,000 to \$9,000,000		7.55%	4.70%	Cost of the work
\$9,000,000 to \$10,000,000		7.35%	4.65%	Cost of the work
\$10,000,000 to \$11,000,000		7.25%	4.60%	Cost of the work
\$11,000,000 to \$12,000,000		7.00%	4.55%	Cost of the work
\$12,000,000 to \$13,000,000		6.85%	4.50%	Cost of the work