

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

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

Tuesday, March 21, 2023, at 9:00 a.m.

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Minutes from February 21, 2023
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$3,530,599.90
 - D. Approval of Property Inventory Form
 - E. Approval of EEO-4 Survey Form
 - F. Approval of Probationary Period Performance Evaluation Form
 - G. Approve Preliminary engineering services agreement between Kendall County and Christopher B. Burke Engineering, Ltd. in the amount of \$69,820 related to design of intersection improvements at Plainfield Road and Woolley Road
 - H. Approve Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes on Fox Rive Drive (N. Johnson St.) in Kendall County, Illinois
 - I. Approve Resolution appropriating funds for the payment of the county engineer's salary
 - J. Approve the Letter of Understanding (LOU) regarding the change in lateral entry language between the County of Kendall and the Kendall County Sheriff and the Illinois Fraternal Order of Police Labor
 - K. Approval of Petition 23-14 a Request from the Kendall County Planning, Building and Zoning Department to Add the 2018 International Swimming Pool and Spa Code to the List of Adopted Building Codes
 - L. Approval of Public Transportation Applicant Ordinance – An Ordinance to Provide Public Transportation
10. Old Business
11. New Business
 - A. Approval of an Addendum to the Intergovernmental Agreement between the County of Kendall and the County of Kane to Provide Juvenile Detention Services
12. 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. EMA
13. Standing Committee Reports
 - A. Finance
 1. Approval of an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with the City of Yorkville for the amount of \$500,000
 - B. Facilities and Technology
 1. Approval of a Contract between Kendall County and Garland Inc. for the Courthouse Roof Project in an amount not to exceed \$600,000
 - C. Highway
 1. TAP Fund Update
 - D. Economic Development and Administration
 1. Approval of an Abatement Agreement for Exel Inc. dba DHL Supply Chain (USA) Abatement of Real Property Taxes
 - E. Human Resources & Insurance
 1. Approval of a Resolution Honoring Women's History Month in Kendall County
14. Special Committee Reports
 - A. Connect Kendall County Commission

- 15. Liaison Reports
- 16. Other Business
- 17. Chairman's Report

Appointments

- Jonathan Conover – 708 Mental Health board – 4 year term - Expires March 2027
- Liz Holmberg - 708 Mental Health board – 4 year term - Expires March 2027
- Kristine Heiman- Ethics Commission – 2 year term – Expires March 2027
- Brian DeBolt – Little Rock-Fox Fire District – 3 year term- Expires in Mach 2026
- Clifton Eichelberger – Little Rock-Fox Fire District – 3 year term- Expires in Mach 2026
- Don Brummel – Little Rock-Fox Fire District – 3 year term- Expires in Mach 2026
- Scott Wade – Little Rock-Fox Fire District – 3 year term- Expires in Mach 2026
- James Marter II – Connect Kendall County Commission – 2 year term – Expires December 2024
- Zach Bachman – Connect Kendall County Commission – 2 year term – Expires December 2024
- Ruben Rodriguez – Connect Kendall County Commission – 2 year term – Expires December 2024
- Jason Langston – Connect Kendall County Commission – 2 year term – Expires December 2024
- James Addis – Connect Kendall County Commission – 2 year term – Expires December 2024
- Jeff Norris – Connect Kendall County Commission – 2 year term – Expires December 2024
- Jacob Thompson – Connect Kendall County Commission – 2 year term – Expires December 2024
- Anthony Magliari – Connect Kendall County Commission – 2 year term – Expires December 2024

- 18. Public Comment
- 19. Questions from the Press
- 20. Executive Session
- 21. 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
February 21, 2023**

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, February 21, 2023, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Scott Gengler, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Brian DeBolt, Elizabeth Flowers and Dan Koukol.

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

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Matt Conrad from Cross Lutheran gave the invocation.

THE AGENDA

Member Peterson moved approve the agenda. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

PUBLIC COMMENT

Todd Milliron spoke about transparency and the mistake made at the Circuit Clerk's Office.

Matt Conrad from Cross Lutheran spoke about the Chaplin program, being embraced by the communities and Sheriff's Office.

CONSENT AGENDA

Member Rodriguez moved to approve the consent agenda of A. Approval of County Board Minutes from January 17, 2023; B. Standing Committee Minutes Approval; C. Approval of Claims in an amount not to exceed \$2,805,890.44; D. Approval of Human Resources Director Job Description; E. Approval of Human Resources Generalist Job Description; F. Approval of County Employment Application; G. Approval of Emergency Contact Form; H. Approval of Vehicle Use Acknowledgment Form; I. Approval of Confidentiality Agreement Form; J. Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois; K. Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090; L. Approval of a Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2022 NPDES – MS 4 Requirements in an Amount Not to Exceed \$2,500 Plus Reimbursable Costs (Costs + 10%); Related Invoices to Be Paid from the PBZ Consultants Line Item 11001902-63630; M. Approve Resolution granting the Kendall County Sheriff authority to enter into agreement for towing services.; N. Approval of An ordinance granting variance to the Kendall County Highway Access Regulation Ordinance; O. Approval of a Petition for County Aid to Build or Repair Bridge, Culvert or Drainage Structure in Na-Au-Say Township (Schlapp Road Bridge); P. Approval of an Inter-Governmental Grant Agreement between the State of Illinois, Department of Transportation (IDOT) and Kendall County related to the reconstruction of U.S. Route 52 and Ridge Road intersection; Q. Approval of a Relocation Agreement between County of Kendall and Northern Illinois Gas Company to relocate NICOR facilities near the intersection of Grove Road and Collins Road, as part of the Collins Road Extension Project; R. Approval of a Resolution for Maintenance Under the Illinois Highway Code appropriating \$3,000,000 from the Motor Fuel Fund of Kendall County. Member Shanley seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$926.12; ANML CNTRL WRDN \$3,667.51; ASSMT \$3,408.09; CIR CT CLK \$7,172.24; CIR CRT JDG \$10,384.56; CMB CRT SRV \$5,177.00; CONTRCT \$79,597.47; CORONR \$5,945.61; CORR \$61,098.95; CNTY ADMIN \$750,000.00; CNTY BRD \$886,404.45; CNTY CLK \$6,915.67; HIGHWY \$301,572.59; TREASR \$3,187.33; ELECTION \$90,650.01; EMA DRCTR \$242.11; EMA \$1,364.23; FCLT MGMT \$61,727.11; GIS COORD \$139.96; HLTH & HMN SRV \$149,453.79; JURY \$6,558.33; PBZ \$2,188.19; PRSD JDGE \$7,055.71; PROB SPVSR \$14,273.16; PUB DFNDR \$430.82; ROE\$6,920.58; SHRF \$45,916.07; ST ATTY \$3,988.30; TECH \$12,628.42; TRSR \$1,114.41; UTIL \$31,822.49; VET \$1,585.67; FP \$134,082.97; SHF \$26,691.12; SHF \$29,899.76; SHF \$51,699.64.

J) A complete copy of Resolution 23-08 is available in the Office of the County Clerk.

- L) A complete copy of IGAM 23-05 is available in the Office of the County Clerk.
- M) A complete copy of Resolution 23-09 is available in the Office of the County Clerk.
- N) A complete copy of Ordinance 23-04 is available in the Office of the County Clerk.
- P) A complete copy of IGAM 23-06 is available in the Office of the County Clerk.
- Q) A complete copy of IGAM 23-07 is available in the Office of the County Clerk.
- R) A complete copy of Resolution 23-10 is available in the Office of the County Clerk.

NEW BUSINESS

Annual Probation Plan

Member Shanley moved to approve the approval and acknowledgement of the Fiscal Year 2023 Annual Probation Plan for the 23rd Judicial Circuit Court Kendall County. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird reviewed the annual report.

County Clerk & Recorder

Revenue Report		1/1/23-1/31/23	1/1/22-1/31/22	1/1/21-1/31/21
Fund				
CLKFEE	County Clerk Fees	\$506.00	\$1,018.00	\$1,254.00
MARFEE	County Clerk Fees - Marriage License	\$540.00	\$750.00	\$810.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$60.00	\$80.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,370.00	\$1,948.00	\$1,898.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$240.00	\$425.00
MISINC	County Clerk Fees - Misc	\$64.58	\$109.00	\$263.00
	County Clerk Fees - Misc Total	\$1,459.58	\$2,357.00	\$2,666.00
RECFEE	County Clerk Fees - Recording	\$18,986.00	\$35,116.00	\$42,268.00
	Total County Clerk Fees	\$21,521.58	\$39,271.00	\$46,998.00
CTYREV	County Revenue	\$41,381.50	\$61,862.00	\$41,157.25
DCSTOR	Doc Storage	\$10,991.00	\$20,602.00	\$24,789.00
GISMAP	GIS Mapping	\$34,950.00	\$65,280.00	\$78,450.00
GISRCD	GIS Recording	\$2,330.00	\$4,352.00	\$5,230.00
INTRST	Interest	\$127.40	\$36.86	\$41.39
RECMIS	Recorder's Misc	\$5,318.75	\$993.00	\$6,518.00
RHSP	RHSP/Housing Surcharge	\$9,108.00	\$18,324.00	\$22,572.00
TAXCRT	Tax Certificate Fee	\$1,080.00	\$1,440.00	\$1,720.00
TAXFEE	Tax Sale Fees	\$655.00	\$1,030.00	\$1,030.00
PSTFEE	Postage Fees	\$505.17	\$733.00	\$718.58
CK # 19604	To KC Treasurer	\$127,968.40	\$213,923.86	\$229,224.22

County Clerk Debbie Gillette spoke about the upcoming Consolidated Primary Election.

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
 TWO MONTHS ENDED 01/31/2023

<u>REVENUES*</u>	Annual <u>Budget</u>	2023 YTD <u>Actual</u>	2023 YTD% <u>%</u>	2022 YTD <u>Actual</u>	2022 YTD <u>%</u>
Personal Property Repl. Tax	\$915,000	\$194,895	21.30%	\$134,211	28.86%
State Income Tax	\$3,158,685	\$380,469	12.05%	\$348,315	13.53%
Local Use Tax	\$760,000	\$0	0.00%	\$0	0.00%
State Sales Tax	\$650,000	\$0	0.00%	\$0	0.00%
County Clerk Fees	\$350,000	\$43,643	12.47%	\$40,670	11.62%
Circuit Clerk Fees	\$1,050,000	\$107,932	10.28%	\$97,715	7.82%
Fines & Foreits/St Atty.	\$250,000	\$24,786	9.91%	\$21,067	7.66%
Building and Zoning	\$80,000	\$4,355	5.44%	\$17,695	23.59%
Interest Income	\$75,000	\$187,944	250.59%	\$4,060	10.15%
Health Insurance - Empl. Ded.	\$1,488,365	\$187,995	12.63%	\$83,760	5.27%
1/4 Cent Sales Tax	\$3,228,750	\$0	0.00%	\$0	0.00%
County Real Estate Transf Tax	\$450,000	\$44,217	9.83%	\$57,280	12.73%
Federal Inmate Revenue	\$584,000	\$42,720	7.32%	\$166,320	8.76%
Sheriff Fees	\$113,663	\$9,380	8.25%	\$12,122	10.54%
TOTALS	\$13,153,463	\$1,228,336	9.34%	\$983,214	7.10%
Public Safety Sales Tax	\$7,500,000	\$0	0.00%	\$0	0.00%
Transportation Sales Tax	\$7,500,000	\$0	0.00%	\$0	0.00%

****All Accruals have been completed at this time. So these figures are where we currently stand for FY2023**

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

Treasurer, Jill Ferko stated that the revenues are coming in, the Auditors are finishing up and she will be attending mandatory training later in the week.

Coroner

Coroner, Jacquie Purcell presented the monthly report.

Health Department

Executive Director RaeAnn VanGundy stated that the Public Health Emergency is ending which will effect vaccines, SNAP benefits, LIHEAP, rent/mortgage assistance, WICK reopening and mental health visits.

Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti presented the estimated of the 2023 EAV.

EMA

Director, Roger Bonuchi spoke about the nuclear exercise and helping with the Polar Plunge.

STANDING COMMITTEE REPORTS

Finance

Kendall County Forest Preserve District

Member Shanley moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Kendall County Forest Preserve District for the amount of \$100,000. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

CASA

Member Gengler shall be treated as if not in the room for this vote.

Member Shanley moved to approve the agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with CASA Kendall County for the amount of \$25,000. Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Planning, Building & Zoning

Petition 22-27

Member Rodriguez moved to approve Petition 22-27, a Request from Deb Howard on Behalf of Jade Restorations, Inc. (Current Owner) and Bullmastiff Construction Company, LTD for Major Amendments to the Special Use Permit for a Kennel and Veterinary Granted by Ordinance 2020-01 by Changing the Site Plan, Landscaping Plan, and Photometric Plan and a Variance to Section 7:01.D.29 of the Kendall County Zoning Ordinance Allowing Animals at the Kennel to be Outdoors after Sunset at 949 Bell Road, Minooka (PIN: 09-24-100-012) in Seward Township; Property is Zoned A-1 with a Special Use Permit. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 23-05 is available in the Office of the County Clerk.

Human Resources & Insurance

Internship Program

Member Peterson moved to approve the Kendall County Internship Program & Application Form. Member Shanley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

CHAIRMAN'S REPORT

Chairman Kellogg invited everyone to the Hometown Expo at the Oswego High School on Saturday.

ADJOURNMENT

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

Approved and submitted this 2nd day of March 2023.
Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

HIGHWAY COMMITTEE MINUTES

DATE: February 14, 2023
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Zach Bachman, Ruben Rodriguez, Brian DeBolt, Dan Koukol, & Scott Gengler
STAFF PRESENT: Michele Riley, John Burscheid and Francis Klaas
ALSO PRESENT: Mike Cook, PJ Fitzpatrick and Kelly Farley

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

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

Motion Gengler; second Koukol, to approve the Highway Committee meeting minutes from January 10, 2023. Rodriguez requested that the minutes from the previous committee meeting be sent out along with the agenda for the current monthly meeting. Committee agreed. Motion to approve the minutes was approved unanimously.

Motion DeBolt; second Koukol to recommend approval of an ordinance granting variance to the Kendall County Highway Access Regulation Ordinance. Klaas provided background on the County's Access Ordinance, and noted that Ridge Road – the WIKADUKE Trail – is classified as an Access 1 Highway, meaning that full access is only allowed every ½ mile. The current WIKADUKE Trail study recommends full access on Ridge Road ¼-mile north of Route 52 and ½-mile south of Route 52. However, at ½-mile south of Route 52 there is an existing creek, which will make full access at that location impossible. Klaas suggested that it would make good sense to provide full access ¼-mile south of Route 52, since it mirrors the north side of Route 52; and then again provide full access ½-mile south of the previous location, which is ¼-mile north of Bell Road. This is consistent with the petitioner's plan. Mike Cook, representing Jade Restorations, described his client's property and operations. They own Rusty Ridge Animal Center and some adjoining property in the northeast quadrant of Ridge Road and Bell Road. Mike identified the other property owners that own property affected by the proposed full access location, ¼-mile north of Bell Road. He believes it would be beneficial to all the property owners in this area, and is consistent with the County's plan to replace the bridge on Ridge Road, as well as widen Ridge Road to 4-lanes between Holt Road in Minooka and Black Road in Joliet. Klaas echoed Mike's findings, and stated that he supported the access variance. He also noted that it would be easy to incorporate northbound and southbound left turn lanes as part of the 4-lane improvements on Ridge Road. Until such time that those 4-lane improvements are made, the property owners along Ridge Road would only be allowed a right in / right out access. Koukol reported that this topic hits home because Jade Restorations recently asked for an amendment to their special use. He reported that they have done an unbelievably excellent job in working with the County to get all of their changes approved. He stated that they were doing everything by the book, and this would be a good idea for them to get full access for the rest of their property. Klaas believes that it is forward thinking to plan for the future full access and get it incorporated into the County's road plan. Koukol asked what was planned for the development. Mike indicated it would definitely be a commercial use of some kind. He

confirmed that the access point will be very valuable for whatever is proposed. Upon consideration, the motion was approved unanimously by roll call vote.

Motion DeBolt; second Koukol to recommend approval of a petition for County aid to build or repair bridge, culvert or drainage structure in Na-Au-Say Township for the Schlapp Road Bridge. Klaas reminded the committee that they have already approved the agreement with IDOT for this federally-funded project; but this was the agreement with the township to pay for the local share. That share will be split evenly between the County and the Township, with said split being about \$250,000 for each entity. Motion approved unanimously by roll call vote.

Motion Koukol; second Rodriguez to recommend approval of an inter-governmental grant agreement between the State of Illinois, Department of Transportation (IDOT) and Kendall County related to the reconstruction of U.S. Route 52 and Ridge Road intersection. Klaas stated that this agreement was finally obtained from IDOT after a long wait. The schedule in the agreement obligates IDOT to pay approximately \$881,000 for construction and engineering on the project, which is ½ the cost. Klaas indicated that this is exactly what IDOT had promised and recommended that committee forward the agreement on to the county board for approval. Koukol believed that the intersection is continuing to getting busier, as he drives through it at least a couple times per week. DeBolt asked if the signals will need to get moved again when Ridge Road is widened to 4-lanes. Klaas thought that at least some of the components will need to get moved again; but stressed how important the signals are now for the proposed bridge construction and widening construction that is to come. DeBolt also asked when the 4-lane construction would begin. Klaas thought it would most likely start in 2027. Upon further consideration, motion was approved unanimously by roll call vote.

Motion DeBolt; second Koukol to recommend approval of a relocation agreement between County of Kendall and Northern Illinois Gas Company to relocate NICOR facilities near the intersection of Grove Road and Collins Road as part of the Collins Road Extension Project. Rodriguez asked what “facilities” meant. Klaas indicated that it just meant they have buried underground gas lines in the area. Klaas explained that whenever public utilities are located within the public right-of-way, and the public agency plans a road improvement, the public utility must relocate their facilities at no cost to the public agency. Every once in a while, the public utility is located in a private easement, or outside the public right-of-way, and it requires the public agency to pay for the relocation. In the case of Collins Road extension, NICOR has about 600’ of buried 6” gas line that requires relocation, and is in a private easement that trumps the County’s new right-of-way. This doesn’t happen often; and Klaas thought the last time it did was in 2012. Regardless, the cost to move the gas lines is about \$274,000; and the County will have to pay this cost if it wants to move forward with the road project. Koukol asked if they are coordinating with the water main installation in that area. Klaas stated that they are. Rodriguez asked how deep the gas main will have to be placed. Klaas thought the new water main would be about 6’ deep; and so the gas line would probably be at least 8’ deep. Koukol asked if there was a timeline on the relocation. Klaas did not think there was because NICOR would likely not agree to it. The committee discussed some of the specific charges on the schedule and were a little bewildered at the high prices. Rodriguez asked where the money would come from to pay for the relocation, and what impact it might have on the budget. Klaas stated that all the costs would come out of the Transportation Sales Tax Fund; and since this project was so expensive (± \$15 million), it would be relatively small increase. He also informed the committee that the Sales Tax Fund supports dozens of road and bridge projects worth millions of dollars; and so this

NICOR cost may not have any significant implications for the fund, or cause the fund to be over budget. The motion was approved unanimously by voice vote.

Motion DeBolt; second Gengler to recommend approval of a resolution for maintenance under the Illinois Highway Code appropriating \$3,000,000. Bachman reported that these monies would be used to resurface Orchard Road between the Fox River and U.S. Route 30, as well as resurfacing Lisbon Road from Sherrill Road to Joliet Road. Klaas noted that this is a resolution form that gets approved each year. The roads change; but the format for approval does not. The County must appropriate the necessary MFT funds before it can use them to fix the roads. DeBolt asked how the roads are chosen to be repaired. Klaas indicated that the roads are evaluated each year by staff to determine which ones are most in need of repair. He also reminded committee that Orchard Road is the busiest county highway, with 25,000 vehicles per day on the north end. Koukol confirmed that the repairs are based on rotating program. He also noted that all of the repairs are located in District 1. Rodriguez asked how often the County puts counters out to check on the traffic numbers. Klaas stated that the County no longer performs county-wide traffic counts. That task is now performed by consultants who work for IDOT. They generally take new counts about every 5 years and place that information on IDOT's website for anyone to view. Burscheid provided some information on the technology used to count traffic. Koukol wondered if the new license plate readers that were put up recently around the county were capable of counting traffic. No one knew for sure. Rodriguez asked if Highway Department ever put out their counters. Klaas stated that the single biggest use for the county-owned counters was for speed analysis on county and township roads. Rodriguez also asked how long the counters lasted. Burscheid thought the counters that the county owns were about 15 years old. He also provided some additional information on how the old counting process used to work with the IDOT-owned counters. DeBolt wondered about the weight of trucks during the spring thaw, and whether the counters could be used for that. Klaas indicated that the counters can classify vehicles (by size); but they have no idea how much the vehicles weigh. They are not capable of measuring that. Committee then discussed some of the timing of the spring postings. Motion approved unanimously by a voice vote.

Under other business, Klaas informed the committee that he had been approached by the Village of Oswego regarding the possibility of burying overhead electric lines along Minkler Road as part of the Collins Road Extension project. Oswego has a policy of requiring developers to bury said lines as part of their development. He was informed that it would likely cost over \$1 million to have ComEd bury these lines. Committee discussed the matter and had no interest in spending County money to do this. They asked the County Engineer to convey this message back to the Village.

Motion DeBolt; second Rodriguez, to forward Highway Department bills for the month of February in the amount of \$301,572.59. DeBolt asked if Highway Department had enough salt, and Klaas answered affirmative.

Motion Rodriguez; second Gengler, to adjourn the meeting at 4:09 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Ordinance granting variance to the Kendall County Highway Access Regulation Ordinance
2. Petition for County Aid to Build or Repair Bridge, Culvert or Drainage Structure in Nau-Au-Say Township (Schlapp Road Bridge)
3. Inter-Governmental Grant Agreement between the State of Illinois, Department of Transportation (IDOT) and Kendall County related to the reconstruction of U.S. Route 52 and Ridge Road intersection
4. Relocation Agreement between County of Kendall and Northern Illinois Gas Company to relocate NICOR facilities near the intersection of Grove Road and Collins Road, as part of the Collins Road Extension Project.
5. Resolution for Maintenance Under the Illinois Highway Code appropriating \$3,000,000 from the Motor Fuel Fund of Kendall County

HIGHWAY COMMITTEE MINUTES

DATE: March 14, 2023
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Zach Bachman, Ruben Rodriguez, Brian DeBolt, Dan Koukol, & Scott Gengler
STAFF PRESENT: Michele Riley, John Burscheid and Francis Klaas
ALSO PRESENT: PJ Fitzpatrick and Kelly Farley

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

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

Motion Koukol; second DeBolt, to approve the Highway Committee meeting minutes from February 14, 2023. Motion approved unanimously.

Motion DeBolt; second Gengler to recommend approval of a preliminary engineering services agreement between Kendall County and Christopher B. Burke Engineering, Ltd. in the amount of \$69,820 related to design of intersection improvements at Plainfield Road and Woolley Road. Chairman Bachman noted that the agreement is for phase 2 engineering services at the intersection. CBBEL had performed the phase 1 engineering; and so this was the next logical step. Klaas stated that the recommend improvement is for installation of a traffic signal. The good news is that both Village of Oswego and Oswegoland Park District have tentatively agreed to pay for their proportionate share of the traffic signal. This means that each of those agencies will pay about \$75,000 (\$150,000 total), and the County will also pay about \$150,000. Koukol asked if the other two agencies would be participating in the engineering costs. Klaas indicated that they have not agreed to that at this point. Koukol thought that the County should ask. Committee agreed. Rodriguez asked what the timeline was for construction. Klaas stated that he thought it was programmed for construction in 2024. Committee reiterated the need for this project with the large amount of pedestrian traffic in and around the Park District property. Motion approved unanimously.

Motion Rodriguez; second Gengler to recommend approval of a resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes on Fox Rive Drive (N. Johnson St.) in Kendall County, Illinois. Chairman Bachman indicated that Kendall County was in agreement with 2 of the 3 parcels listed on the resolution; but since they were having issues with the mortgage company, the County was unable to obtain mortgage releases. The County's negotiator indicated that condemnation might be the only way to acquire title for the new right-of-way. Klaas indicated that the County's negotiator and engineer were meeting with the third parcel owner today; and they were optimistic that they would reach a settlement; but they had still recommended including said parcel in the resolution just in case. Koukol noted that the drainage will be so much better when this project is completed, as this area has always had drainage problems. Motion approved unanimously.

Motion DeBolt; second Gengler to recommend approval of a resolution appropriating funds for the payment of the county engineer's salary. Klaas stated that because he is included in IDOT's County Engineers Salary Program, one-half of his salary comes out of the County's federal highway funds. In this way, the County only has to pay one-half of the salary with local funds. But due to inclusion in the program, the County must approve an annual appropriation of the salary, by resolution. The new salary, which takes effect May 20, 2023, represents a 2% increase from the previous year. Motion approved unanimously.

Motion Gengler; second Rodriguez to recommend award of KC-TAP funds to applicants in the 2023 program cycle. Koukol asked if there was a \$50,000 limit to the TAP funds. Klaas explained the TAP Program; and noted that there have been a couple times that the Board has allowed more than \$50,000. He also explained that the TAP Fund gets an annual appropriation of \$75,000 from the Transportation Sales Tax Fund. The current unobligated balance in the fund is \$182,021.54, while the current requests for funds is just \$127,530. Gengler asked if all the applicants had come to Klaas with the requests. Klaas stated that each year the County Highway Department sends out a solicitation to all the local agencies in Kendall County, asking that they submit their applications by the end of the calendar year. Klaas then reviews the applications, and makes recommendations to the Highway Committee for funding. If approved, there would need to be an IGA with all the successful applicants. He also stated that this may not need to be an action item at this point, because the full Board will need to eventually approve the IGA's; but it would probably be a good idea for the Committee Chairman to announce that they have been approved for funding. Koukol questioned the timing of the reimbursement by the County. Klaas indicated that the applicant has to build and pay for the improvement; and then submit a request for 50% reimbursement at the end of the project. The applicant also must maintain the improvement in perpetuity. Rodriguez asked what type of improvement the funds could be used for. Klaas said that the program policies include the construction of sidewalks and paths along State and County Highways. In this way, it wouldn't become a source for municipal sidewalk replacement programs; rather, it would be used to construct new paths that have more regional significance. Rodriguez asked about the proposed bridge over Route 30 in the Village of Montgomery. Klaas stated that Montgomery's current application is directly linked to this future bridge over Route 30; and the committee reviewed the aerial exhibits in the packet related to said project. Chairman Bachman indicated that he would announce the successful applicants at the next C.O.W. meeting and the County Board meeting. Motion approved unanimously.

In other business, DeBolt asked about the Fox River Drive Bridge over the Fox River. That bridge has a white-type plaster on the curbs, and he wondered what that was. Klaas indicated that this material was placed on the curbs to keep salt water from penetrating the concrete and rusting the reinforcement bars. Burscheid described the product used – a roofing material – and the fact that it is placed on the curbs by our maintenance crew to help preserve the bridge for as long as possible. It is an expensive product, so it is used sparingly. It looks a little rough, but is very effective in keeping water out of the concrete.

Klaas announced the bid results from the IDOT letting on March 10, 2023. Two Kendall County projects were on that letting. The Collins Road Extension had 3 bidders. The low bid was submitted by D Construction, Inc. at a total bid price of \$12,117,223.32 which was about 14.4% below the engineer's estimate of \$14,154,787.31. DeBolt asked when this project would start. Klaas thought the project would begin in spring/summer of 2023 and would take 2 construction seasons to complete. Rodriguez asked who came up with the estimate. Klaas stated that this work is performed by the County's consultant. Gengler noted that the \$2 million savings will all

be at the County level. Klaas added that there is \$7.5 million in State and Federal funding for this project, so the bid price will lower the County's expected obligation by about \$2 million. The other project that was bid was the replacement of the Schlapp Road Bridge. Low bid was submitted by Riber Construction, Inc. at a total bid price of \$1,047,965.38 which was about 15.5% below the engineer's estimate of \$1,240,208.00. Koukol asked about the no-bid companies. Klaas was surprised by the number of no-bids on the Collins project. Twelve contractors took out plans and proposals on the Collins Road project, but only 3 contractors actually submitted a bid. Klaas thought that because of the size of the project, many contractors wanted to take a look at the plans; but decided not to submit bids because they likely determined that they would not be competitive.

Motion Gengler; second DeBolt, to forward Highway Department bills for the month of March in the amount of \$92,673.56. Motion approved unanimously.

Motion Gengler; second Koukol, to adjourn the meeting at 4:02 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Preliminary engineering services agreement between Kendall County and Christopher B. Burke Engineering, Ltd. in the amount of \$69,820 related to design of intersection improvements at Plainfield Road and Woolley Road
2. Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes on Fox Rive Drive (N. Johnson St.) in Kendall County, Illinois
3. Resolution appropriating funds for the payment of the county engineer's salary



**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, February 16, 2023, at 4:00 PM
Meeting Minutes**

Call to Order and Pledge of Allegiance - The meeting was called to order at 4:02 p.m. by County Board Chair Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	present		
Scott Gengler	present		
Zach Bachmann	present		
Brian DeBolt	present		
Elizabeth Flowers	absent		
Dan Koukol	present		
Jason Peterson	present		
Ruben Rodriguez	present		
Brooke Shanley		4:15 p.m.	
Seth Wormley	Present		

With eight (8) members present a quorum was established.

Staff Present: Attorney James Webb, Scott Koepfel, Latreese Caldwell, Jennifer Breault, Andy Nicoletti

Others Present: Nate Kloster; Voluntary Action Center CFO, Val Nickerson, Ethan Kruger; WSPY News, Executive Director CASA Amy McNamara

Approval of Agenda – Motion made by Member DeBolt, second by Member Rodriguez. **With eight members present voting aye, the motion carried by a vote of 8 - 0.**

Approval of January 12, 2023 & January 26, 2023 Meeting Minutes – Motion made by Member Bachmann, second by Member Wormley. **With eight members present voting aye, the motion carried by a vote of 8 - 0.**

Approval of Claims – Motion made by Member DeBolt, second by Member Rodriguez to forward claims to the next County Board meeting.

ROLL CALL

Matt Kellogg	Yes
Scott Gengler	Yes
Zach Bachmann	Yes
Brian DeBolt	Yes
Elizabeth Flowers	absent
Dan Koukol	Yes
Jason Peterson	Yes
Ruben Rodriguez	Yes
Brooke Shanley	absent
Seth Wormley	yes

With eight members present voting aye, the motion carried by a vote of 8- 0.

New Committee Business -

A. *Special Presentation - Voluntary Action Center – Nate Kloster CEO of the Voluntary Action Center gave a presentation on the Voluntary Action Center and the Kendall Area Transit services. A copy of the presentation was included in the packet (pages 7-12). He spoke about their downstate operating grant, and local match calculations and municipal contributions to VAC. The program has funding capacity to meet demand, but the current program funding is constrained by current municipal funding. He explained the need for transportation services in Kendall County is great, and with continued growth of the county the need will only increase. They are currently turning away 163 rides per month due to limited capacity. He explained that the current fleet of buses are getting older, and most costs are associated with maintenance, labor, and fuel costs. He outlined the current funding model and answered questions regarding their efforts to tap into Medicare claims, private and corporate sources, and possible advertising on the buses.

B. *Presentation - Chief County Assessment Official Andy Nicoletti presented to the board members a slide presentation on the Illinois property tax system and the assessment appeal process. Mr. Nicoletti answered questions from the board members. A written report was provided in the packet.

C. *Discussion - FY23-24 ARPA- Drainage District – Scott Koeppel stated the State’s Attorney is working on the grant agreement for ARPA funds in the amount of \$500,000 with the money will go to Yorkville, and Yorkville will work with the Drainage District. The drainage district will clean up the ditches to avoid flooding, cleanup will be in Yorkville unincorporated and incorporated areas where the creek runs. The Drainage District has no professional staff and is all voluntary, so obtaining federal grants are hard for them to acquire. The Drainage District works to improve the waterways for proper drainage to minimize flooding in the County.

D. Approval of agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with CASA Kendall County for the amount of \$25,000 – Board member Scott Gengler recused himself from any voting on this matter as a conflict of interest. Executive Director for CASA Amy McNamara presented an overview of what the money will be used for to the board. The ARPA money will be used to fund the Guardian ad Litem (GAL) position, which a local attorney had agreed to the amount previously. Ms. McNamara answered questions

regarding the program and the GAL position. A board member noted that the attorney is generously giving away many hours of his time to the organization.

Member Peterson made a motion to forward to County Board, second by Member Bachmann.

With eight (8) members present voting aye, the motion carried by a vote of 8- 0.

Board member Scott Gengler did not vote on this agenda item.

E. Approval of agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with Kendall County Forest Preserve District for the amount of \$100,000 –

Jennifer Karales said the ARPA money will be used for the Pickerill House for maintenance of patios.

Member Shanley made a motion to forward to County Board, second by Member DeBolt. **With**

nine (9) members present voting aye, the motion carried by a vote of 9- 0.

F. Authorize Kendall County Administrator to coordinate with GRNE Solar and allow an education field trip at the Kendall County Solar Field –

Scott Koepfel explained that he was approached by GRNE Solar for permission to take students on their leased solar fields for a field trip. They also requested a classroom; Scott indicated that space will be provided at the Health Department. Participants will be required to sign waivers and Facilities Director Dan Polvere will be accompanying the group on the designated day.

Member Peterson made a motion to approve authorization of Scott Koepfel to coordinate with GRNE Solar, second by Member Shanley. **With nine (9) members present voting aye, the**

motion carried by a vote of 9- 0.

Old Committee Business- None

Department Head and Elected Officials Reports – None

Public Comment – None

Questions from the Media – None

Chairman’s Report – None

Review Board Action Items –

- Approval of Claims
- Approval of agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with CASA Kendall County for \$25,000.
- Approval of agreement for disbursement and use of Kendall County’s American Rescue Plan Act Funds with Kendall County Forest Preserve District for \$100,000.

Executive Session – None

Adjournment – Member Gengler made a motion to adjourn the meeting, second by Member Peterson. **With Nine (9) members present voting aye, the meeting adjourned at 5:18 p.m.**

Respectfully Submitted,

Sally A. Seeger
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT/ ADMINISTRATION COMMITTEE
Meeting Minutes for Thursday February 23, 2023, at 5:30 p.m.

Call to Order

The meeting was called to order by Committee Chair Elizabeth Flowers at 5:30pm.

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	Here		
Dan Koukol	Here		
Brooke Shanley	Here		
Seth Wormley	Here		

Others Present: Roger Bonuchi, Taylor Cosgrove, Brianna Falk, Scott Koeppel

Approval of Agenda –

Chair Flowers made changes to the agenda. Public Comment was moved to after approval of January 19th, 2023 minutes. Under New Committee Business item A & item B have been switched.

Member Wormley made a motion to approve the updated agenda, second by Member Koukol. **With 5 members voting aye, the motion carried by a vote of 5-0.**

Approval of January 19, 2023, Meeting Minutes –

Member Gengler made a motion to approve minutes, second by Member Shanley. **With 5 members voting aye, the motion carried by a vote of 5 -0.**

Public Comment- None

Committee Reports and Updates

A. Animal Control Department Update – Animal Control Director Taylor Cosgrove reviewed January 2023’s reports. Intake is reportedly high in January with 46 intakes (25 being dogs) 14 cats have left the building leaving a total of about 30 animals. Bite report for January were 18. Two dogs out of 18 were euthanized after the incident the rest were managed accordingly. Ms. Cosgrove also mentioned that KCAC is working on hiring a part time position. The former part time employee has accepted to be full time. Written report provided.

Mr. Koeppel was contacted by a resident regarding a dog bite and the procedures on following a dog bite. After working with law enforcement on different procedures in dealing with an animal at large vs a vicious dog, staff is researching ways to give Animal Control a little more

reinforcement authority to take better action on dog bite reports. Staff will work on a presentation for an upcoming committee meeting.

- B. **Emergency Management Agency Update** – Director Roger Bonuchi gave a brief update on Emergency Management Agency. EOP rewrite, ILCATT rewrite, and reaccreditation have been pushed out to 2024. The state is changing the accreditation every 3 yrs. instead of 2 years. Light Tower has been approved by the Finance Committee and will be on the next county board agenda for final approval.

New Committee Business

- A. ***Discussion MEDC Abatement Request for a Project in the Village of Montgomery-**

Kate Coxworth who represents Karis Acquisitions, LLC gave a brief presentation on the Montgomery Project. Karis is the contract purchaser of a 200-acre site in Montgomery and plans to develop that site with a \$280-\$440 million industrial project.

Montgomery Economic Development Commission (MEDC) is requesting a 75% 10-year abatement from the school district & County for this project. Executive director of MEDC, Charlene Coulombe, was present and gave a brief explanation as to why the 10-year abatement request. Committee members were not in favor and discussed forwarding to the April Committee of the Whole for further discussion.

Member Gengler made a motion to forward to Committee of the Whole, second by Member Koukol. **With 5 members voting aye, the motion carried by a vote of 5-0.**

- B. ***Discussion DHL Property Tax Abatement Agreement-** Mr. Koeppel stated that the previous board previously approved a 3-year tax abatement. The drafted agreement was sent to DHL for review, a couple of changes were requested. The Committee agreed to all changes. Staff will make the final updates and will send out for final review. It will be brought back to full County Board for final approval.
- C. ****MOTION VV (Fwd to CB)*** Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement- Mr. Koeppel briefed the committee regarding the 5311 grant and Kendall Area Transit (KAT). This is presented to committee annually. Committee has agreed to forward to County Board meeting.

Member Gengler made a motion to forward to County Board, second by Member Wormley. **With 5 members voting aye, the motion carried by a vote of 5 -0.**

- D. ****MOTION VV (Fwd to CB)*** Resolution Granting the Kendall County Administrator Signature Authority for the Kendall Area Transit Program on Behalf of Kendall County, Illinois- This resolution allows county administrator to sign documents for the Kendall Area Transit program. This will help speed things up. This resolution will be good for one year.

Member Shanley made a motion to forward to County Board, second by Member Gengler. **With 5 members voting aye, the motion carried by a vote of 5-0.**

- E. ****UPDATE:*** Molto Properties LLC Property Tax Abatement Update- Mr. Koepfel briefed the committee on the Molto Properties project in Minooka, Illinois. Molto is requesting a change in agreement. Because of the price in steel, they are looking to build two 500,000 sq ft warehouses instead of one 1,000,000 sq ft warehouse. Staff will work with Dan Duffy on new terms and will present to committee for approval. This committee had previously approved but will need to go through the approval process again due to new terms.

- F. ****MOTION (VV) (Fwd to CB)*** Greater Chicago land Economic Partnership Agreement- The committee previously voted to approve the partnership with Greater Chicago land Economic, now the agreement will be forwarded to County Board for final approval and signature.

Member Gengler made a motion to forward to County Board, second by Member Shanley. **With 5 members voting aye, the motion carried by a vote of 5 -0.**

Old Committee Business –None

Chairman's Report –None

Questions for the Media- None

Executive Session – None

Items for the Committee of the Whole Meeting –

- MEDC Abatement Request for a Project in the Village of Montgomery

Action Items for County Board-

- Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement
- Approval of Resolution Granting the Kendall County Administrator Signature Authority for the Kendall Area Transit Program on Behalf of Kendall County, Illinois
- Approval of Greater Chicago land Economic Partnership Agreement

Adjournment – Member Shanley made a motion to adjourn, second by Member Koukol. **With members present in agreement; the meeting was adjourned at 6:35p.m.**

Respectfully submitted,
Nancy Villa,
Executive Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
FINANCE AND BUDGET COMMITTEE
Meeting Minutes for Thursday, January 26, 2023, at 4:00 p.m.

Call to Order

The meeting was called to order by Committee Chair Scott Gengler at 4:02 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	here		
Brian DeBolt	here		
Matt Kellogg	here		
Seth Wormley	here		
Jason Peterson	absent		

Others Present: Dan Koukol, Zach Bachmann, Scott Koeppel, Latreese Caldwell, Jennifer Karales, Megan Briganti, Dan Polvere, Luke Prisco, Leslie Johnson, Taylor Cosgrove, and Brianna Falk

Approval of Agenda – Member Kellogg made a motion to approve the agenda with the change of moving Letter D under New Committee Business to the last item to discuss, second by Member Wormley. **With four members voting aye, the motion carried by a vote of 4 -0.**

Approval of October 27, 2022 Minutes and December 29, 2022 Minutes – Member DeBolt made a motion to approve the minutes, second by Member Kellogg. **With four members voting aye, the motion carried by a vote of 4 -0.**

Approval of Claims – Member DeBolt made a motion to approve the claims, second by Member Wormley. **With four members present voting aye, the motion carried by a vote of 4 -0.**

Committee Reports and Updates – None

New Committee Business

A.*MOTION (Forward to CB) Approval of the Purchase of a Generac Light Tower with Generator in an Amount not to exceed \$14,500 using American Rescue Plan Act Funds.

Member DeBolt made a motion to forward to the County Board Meeting the approval of the purchase of a Generac Light Tower with Generator in an amount not to exceed \$14,500 using American Rescue Plan Act Funds, second by Member Kellogg. **With four members voting aye, the motion carried by a vote of 4-0.**

Scott Koeppel and Dan Polvere discussed the options for the purchase of the mobile light tower with a generator and noted the benefits of the County owning their own light tower. This was discussed at a previous finance meeting with the EMA. Scott directed the board members to page 6 of packet for sales quote.

Roll Call Vote:	
Name	Status
Scott Gengler	yes
Brian DeBolt	yes
Matt Kellogg	yes
Seth Wormley	yes

B. *MOTION (Forward to CB): Approval of FY23 Tuberculosis Budget Revision

Member Kellogg made a motion to forward to County Board Meeting the Approval of FY23 Tuberculosis Budget Revision, second by Member DeBolt. **With four members voting aye, the motion carried by a vote of 4 -0.**

Scott Koeppel explained that the TB Fund ran negative as identified by the Treasurer’s office. The TB levy is relatively small, and the money goes to the Health Department to manage cases of tuberculosis in the county. Latreese Caldwell explained the revision to the budget is needed due to increase in cases of TB in Kendall County. Health Department asked for an increase in the levy from \$15,000 to \$30,000. Proposing that the general fund cover half of the deficient balance and the Health Department fund cover the other half.

Roll Call Vote:	
Name	Status
Scott Gengler	yes
Brian DeBolt	yes
Matt Kellogg	yes
Seth Wormley	yes

C. *MOTION RC: Approval of County credit card for Court Administrator Marci Vose \$2,500 limit

Member Kellogg made a motion to approve County credit card for Court Administrator Marci Vose \$2,500 limit, second by Member DeBolt. **With four members voting aye, the motion carried by a vote of 4-0.**

Deputy County Administrator Latreese Caldwell received an email from Judge Krentz outlining the reason they are requesting the credit card. The Court Administrator needs for the purpose of purchasing food for the jury commission. Most restaurants in the area will not except the invoice process and a credit card will allow them more choices for lunch options.

Roll Call Vote:	
Name	Status
Scott Gengler	yes
Brian DeBolt	yes
Matt Kellogg	yes
Seth Wormley	yes

E. *Discussion: Review Senior Levy Process and Timeline

Latreese Caldwell turned the board’s attention to page 11 in the packet provided. She explained the tentative timeline for submission and review of application requests and the request history to the board members. The Senior Levy has been decreased to \$363,000 for FY 2023 down from \$400,000 in FY 2022. She explained that the Senior Levy is a grant that outside agencies apply for to provide services to

seniors in Kendall County. She is asking authorization to start the Senior Levy process to get the letters out on in the mail on Monday, January 30, 2023. Chair Gengler stated that he would like the applicants that receive the Senior Levy grant money to present to the committee; what services they provide to the county and the impact on the seniors. Latreese Caldwell also noted that they would like to possibly increase funds for the Kendall Area Transit, as ridership has increased, and the funding as stayed the same over the past years. KAT will come into next month's committee meeting to present their requests.

F.*Discussion: Approval of County credit card for Deputy County Administrator Latreese Caldwell \$5,000 limit.

Member DeBolt made a motion to approve County credit card for Deputy County Administrator Latreese Caldwell \$5,000 limit, second by Member Kellogg. **With four members voting aye, the motion carried by a vote of 4 -0.**

Scott Koeppel explained the need for a second credit card in the Administration Department.

Roll Call vote:	
Name	Status
Scott Gengler	yes
Brian DeBolt	yes
Matt Kellogg	yes
Seth Wormley	yes

The Finance and Budget Committee Meeting was recessed by Chairman Scott Gengler at 4:36 p.m. for a Special COW Meeting presentation of Anti-Harassment Training. The Finance and Budget Committee reconvened at 5:38 p.m.

D. *Special Presentation: Present were Amy McNamara, CASA Executive Director – Guardian ad Litem (GAL) Position.

Chairman Scott Gengler recused himself and asked Mr. Wormley to take over the meeting. CASA Executive Director Amy McNamara introduced Nicole Sartor, Board President of Kendall County CASA. Ms. Sartor led a discussion on the role and importance of the Guardian ad Litem and the new Illinois law that was passed in 2021. In Illinois, guardian ad litem must now be an attorney, in the past they were able to use volunteers and volunteer attorneys, taking on one case at a time. The case load has increased, and they would like to retain their current Attorney Dan Transier. CASA is asking Kendall County for \$25,000 to help pay for this position. Members asked questions and discussed ways in which Kendall County may be able to fund this request. Staff will prepare a grant agreement for the next Committee of the Whole meeting on February 16, 2023. Mr. Wormley turned the meeting over to Chairman Gengler.

G.*Discussion: ARPA Treasury Reporting Status 4Q 2022 Filing.
Jennifer Karales briefed the committee that the quarterly report due on January 31 was turned in on time and a written copy is included in the packet (page 20). \$6.5M has been allocated and spent. Jennifer gave a brief outline to the board members about what was involved in the ARPA grant process.

H.*Discussion: FY23-24 ARPA Discussion
No discussion of the FY23-24 ARPA took place at the meeting.

I.*MOTION: (Forward to CB): Approval of Kendall Area Transit FY22 IL Downstate Operating Assistance (DOAP) Grant Audit.

Member DeBolt made a motion to forward to County Board Meeting under the consent agenda the Approval of Kendall Area Transit FY22 IL Downstate Operating Assistance (DOAP) Grant Audit, second by Member Wormley. **With a voice vote of four ayes, the motion carried by a vote of 4- 0.**

Latreese Caldwell gave a brief description of the audit process to the committee. The committee members were given the Audit reports that were prepared by Mack & Associates.

J.*MOTION (Forward to CB): Approval of Kendall Area Transit FY22 Section 5311 Grant Audit.

Member Kellogg made a motion to forward to County Board Meeting under the consent agenda the Approval of Kendall Area Transit FY22Section 5311 Grant Audit, second by Member Wormley. **With a voice vote of four ayes, the motion carried by a vote of 4- 0.**

K.*MOTION (Forward to CB): Approval of Kendall Area Transit FY22 Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Audit.

Member Wormley made a motion to forward to County Board Meeting under the Consent Agenda the Approval of Kendall Area Transit FY22 Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Audit, second by Member Kellogg. **With a voice vote of four ayes, the motion carried by a vote of 4-0.**

L.*Discussion: Opioid Settlement Status 1Q 2022 Filing

Scott Koeppel informed the members that Kendall County received approximately \$82,000 from the settlement, quarterly reporting is mandated and must be in its own fund. Discussion at future Finance Committee meetings on how best to allocate those funds. The Opioid Settlement Fund quarterly financial report can be found on page 22 of the packet.

Old Committee Business – none

Chairman’s Report – none

Public Comment – none

Executive Session – none

Items for the Committee of the Whole Meeting –

- Discussion and funding request from CASA for Guardian ad Litem (GAL) Position

Action Items for County Board-

- Claims from Finance and Budget Jan 26th, 2023, Meeting approved by committee.
- Approval of the Purchase of a Generac Light Tower with Generator in an Amount not to exceed \$14,500 using American Rescue Plan Act Funds.
- Approval of FY23 Tuberculosis Budget Revision.
- Approval of Kendall Area Transit FY22 IL Downstate Operating Assistance (DOAP) Grant Audit under consent agenda.
- Approval of Kendall Area Transit FY22 Section 5311 Grant Audit under consent agenda.
- Approval of Kendall Area Transit FY22 Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Audit under consent agenda.

Adjournment – Member Wormley made a motion to adjourn, second by Member Kellogg. **With four members present in agreement; the meeting was adjourned at 6:18 p.m.**

Respectfully submitted,
Sally A. Seeger,
Administrative Assistant



**COUNTY OF KENDALL, ILLINOIS
FINANCE AND BUDGET COMMITTEE
Meeting Minutes for Thursday, March 2, 2023 at 4:00pm**

Call to Order

The meeting was called to order by Committee Chair Scott Gengler at 4:04 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	present		
Brian DeBolt	present		
Matt Kellogg	absent		
Seth Wormley	present		
Jason Peterson	present		

Staff Present: Attorney Eric Weis, Latreese Caldwell, Jennifer Breault, Dan Polvere, Luke Prisco

Others Present: Director of Yorkville Parks and Recreation Tim Evans, Paul Mulligan of Non-Profit (PLAY)

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

Approval of January 26, 2023 Minutes – Member Peterson made a motion to approve the minutes, second by Member DeBolt. **With four members voting aye, the motion carried by a vote of 4 -0.**

Approval of Claims - Member Peterson made a motion to approve the claims, second by Member Wormley. **With four members present voting aye, the motion carried by a vote of 4 -0.**

Committee Reports and Updates – None

New Committee Business -

A. *PRESENTATION – Mr. Paul Mulligan from Patrons Launching Arts in Yorkville (PLAY) gave a presentation to the board asking for ARPA funding to build an Amphitheater on the Yorkville Riverfront. Mr. Mulligan discussed some plan ideas but could not at this time confirm a location for the project. The project is in the beginning stages and more solid information as regards to other funding sources is needed for any use of ARPA funds. The consensus of the committee was to table this project for now, and when the organization has more specific financial plans and project location, they can come back to present at next finance committee meeting.

B. Approval of County credit card for Animal Control Director Taylor Cosgrove \$5,000 limit – Ms. Caldwell stated that Animal Control Director Taylor Cosgrove needs the ability to

purchase microchips for the animals at the shelter and having the credit card would improve the accounting process.

Member DeBolt made a motion to approve County credit card for Animal Control Director Taylor Cosgrove \$5,000 limit, second by Member Wormley. **With four members voting aye, the motion carried by a vote of 4-0.**

C. Tax Abatement: Approval of Ordinance Abating the Taxes levied for the Year 2022 Payable 2023 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, & 2019B for the County of Kendall, Illinois – Ms. Caldwell

explained that this is general obligation refunding bond paid for by alternate revenue sources, in this case by the Public Safety Sales Tax. Each year the county abates the amount of taxes for that debt service for that year from the property tax levy, so that citizens do not pay for this through their property taxes.

Member Peterson made a motion to forward to the next County Board meeting the Ordinance Abating the Taxes levied for the Year 2022 Payable 2023 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, & 2019B for the County of Kendall, Illinois, second by DeBolt. **With four members voting aye, the motion carried by a vote of 4 -0.**

D. Letter to nominate Jennifer Breault, Program Compliance Oversight Monitor (PCOM) for Kendall Area Transit - Ms. Caldwell explained that IDOT needs a formal letter

signed by the County Board Chairman and approved by the County Board changing the duties that had previously been performed by Latreese Caldwell to Jennifer Breault. The letter and the PCOM job description was supplied in the packet to the board.

Member DeBolt made a motion to forward to County Board Meeting under the consent agenda the to nominate Jennifer Breault, Program Compliance Oversight Monitor (PCOM) for Kendall Area Transit, second by Member Wormley. **With a voice vote of four ayes, the motion carried by a vote of 4- 0.**

E. Approval of Budget Revision to reclassify \$275,000 Historical Courthouse HVAC from Building Fund #1401 to ARPA Fund #1770 - Ms. Caldwell explained the necessity of the

budget revision request to the committee. Facilities Director answered questions about the scope of work that is required for the historical courthouse HVAC system and the need for this project because of damage that was caused by the old HVAC system.

Member DeBolt made a motion to APPROVE Budget Revision to reclassify \$275,000 Historical Courthouse HVAC from Building Fund #1401 to ARPA Fund #1770, second by Member Wormley. **With a voice vote of four ayes, the motion carried by a vote of 4- 0.**

F. Approval of Budget Revision to Public Safety Sales Tax Fund #1327 and Public Safety Capital Fund #1404 to increase Courthouse Roof Replacement Project from \$250,000 to \$615,000 – Mr. Polvere directed the board to pages 15-19 in the packet for scope of work,

details, and drawings of this project. He answered questions regarding the necessity to increase the project's funding for the courthouse roof.

Member DeBolt made a motion to forward to County Board Approval of Budget Revision to Public Safety Sales Tax Fund #1327 and Public Safety Capital Fund #1404 to increase Courthouse Roof Replacement Project from \$250,000 to \$615,000, second by Member Peterson. **With four members voting aye, the motion carried by a vote of 4-0.**

G. Approval of Budget Revision to General Fund Org #11000530 for a Color Copier for the Human Resources Department – Chairman Gengler stated that the Human Resources Department given the confidentiality necessary for their job needs to have a copier that is exclusive to the Human Resources Department.

Member Peterson made a motion to approve Budget Revision to General Fund Org #11000530 for a Color Copier for the Human Resources Department, second by Member DeBolt. **With four members voting aye, the motion carried by a vote of 4 -0.**

H. Discussion of Opioid Fund- Ms. Caldwell explained to the board that Kendall County received \$240,000 from the federal Opioid Settlement Fund. They can start to program that money in FY23 or wait until FY24. She directed the board to page 28 of the packet that outlines the approved uses for the Opioid Fund. Recommend that the Health Department and/or the Sheriff's Department best departments to use these funds.

I. Discussion ARPA FY23-FY24 – Ms. Breault shared the current spreadsheet of ARPA money and possible allocation. She explained all money to be allocated by the end of 2024 and spend by the end of 2026. Discussion will continue as to salaries; as the ARPA fund period ends. There is \$3 million dollars that will need to be earmarked for projects by end of FY24. Member Wormley wants to go on record to state that he would hate for Kendall County to be the first one in on funding the Amphitheater project. If we fund the organization with \$200,000 and it goes nowhere, and we pay them and project never happens, he is not willing to support that. It was explained that all ARPA projects need be ready to go and allocated properly, otherwise money must be returned.

J. Discussion and Approval of Budget Revision to ARPA Fund #1770 for Domestic Violence Unit for the amount of \$25,000 – Attorney Eric Weis briefed the board on how this money will be spent. The Health Department spends the money helping families to secure hotels rooms for a few days, food, gas money, and cell phones for those that have experienced domestic violence.

Member DeBolt made a motion to approve of Budget Revision to ARPA Fund #1770 for Domestic Violence Unit for the amount of \$25,000, second by Member Peterson. **With four members voting aye, the motion carried by a vote of 4-0.**

Old Committee Business - None

Chairman's Report – Appointment of Seth Wormley as Vice-Chair of the Finance Committee

Member Gengler made a motion to approve Seth Wormley as Vice-Chair of the Finance Committee, second by Member DeBolt. **With four members voting aye, the motion carried by a vote of 4-0.**

Public Comment -None

Questions from the Media -None

Executive Session – None

Items for Committee of the Whole- None

Action Items for County Board -

The following to the 3/7/23 CB Agenda under Finance Standing Committee Reports:

- Approval of Ordinance Abating the Taxes levied for the Year 2022 Payable 2023 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, & 2019B for the County of Kendall, Illinois
- Approval of Budget Revision to Public Safety Sales Tax Fund #1327 and Public Safety Capital Fund #1404 to increase Courthouse Roof Replacement Project from \$250,000 to \$615,000
- Approval of Claims

The following will be sent to 3/7/23 CB Agenda under Consent Agenda:

- Approval letter to nominate Jennifer Breault, Program Compliance Oversight Monitor (PCOM) for Kendall Area Transit

Adjournment – Member Peterson made a motion to adjourn, second by Member DeBolt. **With four members present in agreement; the meeting was adjourned at 5:22 p.m.**

Respectfully submitted,

Sally A. Seeger

Administrative Assistant and Recording Clerk

COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES AND INSURANCE COMMITTEE
Meeting Minutes for Monday, February 6, 2023, at 5:30 p.m.

Call to Order

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:30 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	here		
Jason Peterson	here		
Elizabeth Flowers	here		
Zach Bachmann	here		
Matt Kellogg	here		

Others Present: County Administrator Scott Koeppel, Human Resources Director Leslie Johnson and Human Resources Generalist Tricia Springman.

Approval of Agenda – Member Bachmann made a motion to approve the agenda, second by Member Peterson. **With five members voting aye, the motion carried by a vote of 5 -0.**

Committee Reports and Updates –

- A. Human Resources Department Report – HR Director Leslie Johnson briefed the committee on the departments’ first two months of operation and directed their attention to page one of the packet provided to them. She highlighted the departments’ accomplishments and ongoing projects. The HR Department developed a Resolution Honoring Black History Month in Kendall County which will be presented at the February 7, 2023, County Board meeting for approval.
- B. Employee Training and Professional Development - Ms. Johnson briefed the committee and answered questions on the implementation of professional development and employee training, turning their attention to page two of the packet. For all training completed by employees, the certificate will be included in that employee’s personnel file. County Administrator Scott Koeppel stated that all AED machines have been inspected and updated in the county buildings.
- C. Benefits and Insurance Report – Ms. Johnson presented to the Board and directed their attention to the graphs (pages 3-8 of packet) of Kendall County Employee demographics, Workers Compensation claims by department (17 open claims), Liability and Property claims and the monthly medical insurance report.

New Committee Business

A *MOTION (VV) Approval of Jason Peterson as Vice Chair of Human Resources & Insurance Committee

Member Kellogg made a motion to Approve Jason Peterson as Vice Chair of Human Resources & Insurance committee, second by Member Bachmann. **With five members voting aye, the motion carried by a vote of 5 -0.**

B.*MOTION (VV) (Forward to CB) Human Resources Director Job Description

Member Kellogg made a motion to forward to County Board meeting the Human Resources Director Job Description, second by Member Flowers. **With five members voting aye, the motion carried by a vote of 5-0.**

C.*MOTION (VV) (Forward to CB) Human Resources Generalist Job Description

Member Peterson made a motion to forward to County Board meeting the Human Resources Generalist Job Description, second by Member Kellogg. **With five members voting aye, the motion carried by a vote of 5 -0.**

Ms. Johnson answered questions on the generalist job description. It was purposefully left open-ended so that in building the department and adding additional staff, the generalist can take on one or more of the functions of the HR department and employees can be cross trained.

D.*MOTION (VV) (Forward to CB) County Employment Application

Member Flowers made a motion to forward to County Board meeting the County Employment Application, second by Member Bachmann. **With five members voting aye, the motion carried by a vote of 5 -0.**

E.*MOTION (VV) (Forward to CB) Emergency Contact Form

Member Flowers made a motion to forward to County Board meeting the Emergency Contact Form, second by Member Peterson. **With five members voting aye, the motion carried by a vote of 5 -0.**

F *MOTION (VV) (Forward to CB) Vehicle Use Acknowledgment Form

Member Peterson made a motion to forward to County Board meeting the Vehicle Use Acknowledgment Form, second by Member Flowers. **With five members voting aye, the motion carried by a vote of 5 -0.**

Discussion and questions regarding the Vehicle Use Acknowledgment form ensued. The employee's driver's license will be kept on file when completing the vehicle use acknowledgment form. This form will be signed by employees when onboarding if they will be driving a county owned vehicle. Discussion will be continued at a future meeting regarding a requirement for personal vehicle use while on county time and what that would entail as insurance/ liability.

G.*MOTION (VV) (Forward to CB) Confidentiality Agreement Form

Member Bachmann made a motion to forward to County Board meeting the Confidentiality Agreement Form, second by Member Kellogg. **With five members voting aye, the motion carried by a vote of 5-0.**

H.*MOTION (VV) (Forward to CB) Kendall County Internship Program & Application Form

Member Flowers made a motion to forward to County Board meeting the Kendall County Internship Program & Application Form, second by Member Peterson. **With five members voting aye, the motion carried by a vote of 5 -0.**

HR Generalist Tricia Springman led a discussion on the new Kendall County Internship Program and application process. She is currently working with the various departments and their needs for an intern.

She has created an online application with links to the website and to each office so the applicant can learn more about that department. She has created an internship flyer to be posted on social media platforms. They will be working on outreach with various schools.

I.*DISCUSSION Kendall County Identification Badge

Ms. Johnson led a presentation on the need for Kendall County identification badges for employee safety. Two designs of badges, developed by the Human Resources Department, which includes an employee photo was distributed to the committee. Ms. Johnson is asking the committee if they want to put a policy in place that would require all Kendall County employees to wear the photo ID while working in their official capacity. Discussion ensued with the committee on what requirements they would like to see in the policy. Ms. Johnson will bring a draft policy to the next meeting for this committee to review.

J.*DISCUSSION Community Outreach Employee Advisory Committee

Ms. Johnson briefed the committee on a Community Outreach initiative that the Human Resources Department is developing and directed their attention to page 34 of the packet. She would like to improve employee engagement with the community, on a strictly volunteer basis. The Human Resources Department is forming a committee to work on planning and organizing these volunteer opportunities. Planning is in progress for a May volunteer day with the KC Forest Preserve for spring planting at the Pickerill Estate House property. It was suggested that volunteer hours be tracked as they move forward.

K.*DISCUSSION Employee Service Awards

Ms. Johnson gave an overview of what the employee service awards had looked like in the past, and directed the committee to page 35 in the packet. She presented a breakdown of the number of employees eligible for awards this year, along with estimated costs based on previous tier amounts for service years. The department is working with a local vendor to set-up an online store for the employees that are eligible. Employees in the past were not eligible for awards until 10 years of service. Ms. Johnson is asking the committee if they would like to implement an award for employees between 5-9 years of service. Tricia Springman handed out a flyer to the committee with some inexpensive ideas for the service awards. The committee discussed various options for these awards.

Old Committee Business - None

Chairman's Report - None

Public Comment - None

Executive Session - None

Items for the Committee of the Whole Meeting – None

Action Items for County Board-

The following items will be sent to the February 21, 2023 County Board meeting under the Consent Agenda:

- Approval of Human Resources Director Job Description
- Approval of Human Resources Generalist Job Description
- Approval of County Employment Application
- Approval of Emergency Contact Form
- Approval of Vehicle Use Acknowledgment Form

- Approval of Confidentiality Agreement Form

The following item will be sent to the February 21, 2023 County Board meeting under Human Resources and Insurance Standing Committee Reports:

- Approval of the Kendall County Internship Program & Application Form

Adjournment – Member Flowers made a motion to adjourn, second by Member Bachmann. **With five members present in agreement; the meeting was adjourned at 6:42 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 March 13, 2023 – Unofficial until Approved

CALL TO ORDER

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

ROLL CALL

Committee Members Present: Dan Koukol, Ruben Rodriguez, Brooke Shanley, and Seth Wormley

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Joe West, Judy Bush, Thomas Bromeland, Mary Bromeland, Paul Hertzmann, Laura Campos, Donna Sawicki, Jim Smiley, Taylor Cosgrove, Brandon Diller, and Glenn Diller, Jr.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member Koukol made a motion, seconded by Member Shanley, to approve the minutes of the February 9, 2023, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the expenditure report from February 2023. The cost of mailings would be classified as postage.

PETITIONS

Petition 23 – 14 – Kendall County Planning, Building and Zoning Department

Mr. Asselmeier summarized the request.

The International Swimming Pool and Spa Code establishes the minimum requirements for design, construction, alteration, repair and maintenance of swimming pools, spas, hot tubs and aquatic facilities. The 2018 addition is fully compatible with all of the International Codes. The Department proposes the adoption of this code to provide residents of Kendall County more clarity and flexibility in regards to installing safe swimming pools on their property. Kendall County has also had a tradition of adopting similar codes to the Municipalities in the County as a matter of uniformity.

Mr. Asselmeier said Yorkville has adopted the Code.

Member Koukol made motion, seconded by Member Shanley, to recommend approval of addition.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried.

The proposal goes to the County Board on March 21, 2023, on the consent agenda.

Petition 23 – 15 – Nancy L. Harazin on Behalf of the Nancy L. Harazin Trust Number 101

Mr. Asselmeier summarized the request.

On August 21, 2018, the Kendall County Board approved Ordinance 2018-15, granting a special use permit for a public or private utility (other) at 16400 Newark Road in Big Grove Township. At the time of application submittal, the County did not have commercial solar panel zoning regulations.

Condition 2.C of the Ordinance required certain arborvitae to be planted in a manner that created a complete buffer by August 21, 2023. A copy of Ordinance 2018-15 was provided.

On February 23, 2023, the Petitioner submitted a request for an amendment to the special use permit to extend the deadline for installing the arborvitae until August 21, 2024. A copy of the application was provided.

Petition information was sent to Big Grove Township and the Village of Newark on March 1, 2023.

Staff recommended approval of the requested extension.

Thomas and Mary Bromeland requested that the extension be denied because of concerns related to drainage and erosion. They also stated that the neighbor was trespassing on the property.

Member Koukol asked if installation of the solar panels had started. The response was no.

Discussion occurred regarding drilling on the property.

Discussion occurred regarding the steps solar companies must go through to get financing.

Discussion occurred regarding the new State solar regulations. The subject property was required to follow the terms of the existing special use permit, unless an amendment to the special use permit occurred.

The Bromelands have talked to the Kendall County Soil and Water Conservation District.

Mr. Asselmeier explained Illinois Drainage Law as it relates to agricultural activities. Once the solar project starts, then the Kendall County Stormwater Ordinance would apply.

The arborvitaes would be planted at the north perimeter of the property.

The vegetative screening could change if the property owner tried to redo the special use permit.

Member Rodriguez made motion, seconded by Member Shanley, to approve the extension.

Member Koukol supported the amendment because the amendment did not have anything to do with solar.

Member Rodriguez encouraged the Bromelands to document everything.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried.

Petition 23 – 16 – James K. Smiley on Behalf of Cross Evangelical Lutheran Church

Mr. Asselmeier summarized the request.

On February 19, 2008, the Kendall County Board approved Ordinance 2008-04, granting a special use permit and variances for a church and school at 8609 Route 47.

Condition 1 of the Ordinance required the site to be developed in accordance to a site plan. A copy of Ordinance 2008-04 was provided.

On March 1, 2023, the Petitioner submitted a request for an amendment to the special use permit to relocate proposed building addition phase 1 from the north side of the building to the west side of the building and to reduce the square footage of the addition from fifteen thousand three hundred twenty (15,320) square feet to seven thousand twenty-five (7,025) square feet, a reduction of eight thousand two hundred ninety-five (8,295) square feet. A copy of the application was provided.

The total square footage of additions approved in 2008 was thirty-seven thousand two hundred thirty-three (37,233) square feet. The total square footage, including all existing buildings and the proposed additions in 2008, was one hundred twelve thousand, three hundred ninety-two (112,392) square feet. A reduction of eight thousand two hundred ninety-five (8,295) square feet constitutes a reduction of coverage of approximately seven point four percent (7.4%) of total building square footage. The proposed change meets the criteria of a minor amendment to an existing special use permit as outlined in Section 13:08.N of the Kendall County Zoning Ordinance.

Staff would like to point out that the proposal will not change any other aspect of the existing special use permit. In particular, no changes to the stormwater detention area or parking will be required. Condition 3 of Ordinance 2008-04, pertaining to the right-of-way dedication, will remain effective.

Petition information was sent to Kendall Township and the United City of Yorkville on March 6, 2023.

Staff recommended approval of the requested amendment.

Jim Smiley explained the difference between the 2008 proposal and the amendment.

Discussion occurred about the widening of Route 47. The house along Route 47 would be close to the road. The house was previously used by a youth minister.

Enrollment was around three hundred twenty-five (325).

The church requested a blinking light or traffic light at the intersection of Ament Road and Route 47.

Member Rodriguez made motion, seconded by Member Koukol, to approve the amendment.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

NEW BUSINESS

Approval of a Request by Paul Hertzman on Behalf of the Troy Fire Protection District and the Kendall County Planning, Building and Zoning Department to Extend the Deadline for Payment of Escrow Funds to the City of Joliet (Condition 2.W) and Entering into an Annexation Agreement with the Village of Shorewood (Condition 2.X) as Outlined in Ordinance 2022-08 Until September 15, 2023

Mr. Asselmeier summarized the issue:

On March 15, 2022, the County Board approved Ordinance 2022-08 granting a special use permit for a fire station at 748 Jones Road.

Condition 2.W of Ordinance 2022-08 required the Troy Fire Protection District to submit an escrow payment to the City of Joliet for improvements to Jones Road within one (1) year of the approval of the special use permit. The condition also allowed the Planning, Building and Zoning Committee to extend this deadline.

Condition 2.X of Ordinance 2022-08 required the Troy Fire Protection District to enter into a pre-annexation with the Village of Shorewood within one (1) year of the approval of the special use permit. The condition also allowed the Planning, Building and Zoning Committee to extend the deadline.

On March 1, 2023, Troy Fire Protection District Chief Paul Hertzmann submitted an email requesting a six (6) month extension to Condition 2.X.

Per conversations with the Village of Shorewood, the property will likely be annexed using a Chatham annexation on April 11, 2023. Once the agreement is in place, the County's special use permit, including Condition 2.W, will be superseded by the agreement.

Staff believes it is appropriate to extend both deadlines because it does not make sense to issue citations, if the special use permit will be superseded within six (6) months.

The escrow was for the upgrading of Jones Road. The escrow was originally a requirement for the property when the special use permit for the church existed at the property.

Chief Paul Hertzmann explained the history of the project and provided an update on the project. Discussion occurred regarding the investment the Fire District was making at the property.

Discussion occurred regarding impact fees from developments within the Troy Fire Protection District. Discussion also occurred regarding the cost for fire equipment.

Member Koukol made motion, seconded by Member Shanley, to approve the extensions.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried.

Discussion of Regulations of Chickens on Residentially Zoned Property; Committee Could Initiate Text Amendments on the Topic

Mr. Asselmeier provided a redlined document that would allow a maximum six (6) hens on properties zoned and used for single-family residential purposes. A comparison table was also provided.

The matter before the Committee would be to initiate a text amendment; the earliest the proposal could reach the County Board is June 20, 2023.

Joe West, Oswego Township, favored increasing the setback for confinements to thirty feet (30') from the lot line. He expressed concerns about the County's staff's ability to enforce the regulations. Chairman Wormley explained the County has difficulty enforcing existing regulations and allowing chickens in certain areas would be cheaper for the County to enforce. Discussion occurred regarding the process for text amendments to the Zoning Ordinance. Chicken waste can be removed by trash can.

Laura Campos requested verification that the proposal would apply to all residential districts; that was the case. She owns three (3) chickens. She felt the proposal was fair. She was unaware of the number of people owning hens in Boulder Hill. She has not had any issues with mice or raccoons.

It was noted that the proposal only applied to chickens; other poultry would not be allowed.

Discussion occurred on what people would do with roosters if they acquired them as chicks.

Mr. Asselmeier said that all chicken cases in Boulder Hill were on hold. Once the chicken regulation issue is resolved and the case is closed, a Freedom of Information request can be submitted to obtain information on individual cases.

Member Koukol discussed the insurance liability of owning chickens.

Member Koukol favored not taking action on the proposal; he did not want to hire an employee to investigate chickens in Boulder Hill.

Judy Bush, Oswego Township Trustee, expressed concerns about the lack of code enforcement in Boulder Hill. She said Boulder Hill was a residential neighborhood and not a commercial or farming area.

Taylor Cosgrove, Kendall County Animal Control Director, explained how Animal Control would handle a chicken call. They would only go out for health and welfare checks. Animal Control does not have the facilities to hold chickens for the long term. Discussion also occurred regarding avian flu and avian flu cases were investigated by the State and Federal government.

Donna Sawicki, Oswego Township Trustee, discussed homeowners' associations regulating hens. She discussed the wildlife in her subdivision. Discussion occurred regarding which entities enforce the various regulations.

Chairman Wormley felt the proposal was a reasonable balance for regulating chickens in residential areas.

Member Shanley made motion, seconded by Member Rodriguez, to approve initiating the text amendment.

Mr. Asselmeier stated the meeting dates for the various advisory boards and County Board where the proposal will be reviewed.

Member Koukol asked why each of the townships get to review the proposal. Mr. Asselmeier explained the proposal impacts every township.

The votes were as follows:

Yeas (3): Rodriguez, Shanley, and Wormley
Nays (1): Koukol
Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal goes to ZPAC on April 4, 2023.

Member Koukol voted no because the proposal will be reviewed by all of the townships and could impact other townships.

OLD BUSINESS

Special Use Permit Enforcement Update

Mr. Asselmeier reported the following:

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: The property owner verbally stated that they would like to do a voluntary revocation of the special use permit. There was a death in the property owners' family which has prevented the property owner from submitting the necessary paperwork.

2. 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 April 2023.

3. 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: Matter is closed.

4. 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: There has been difficulty contacting the property owners. Staff is waiting until Spring 2023, when the business reopens, to attempt to contact the property owners.

5. 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: Passed inspection on February 28, 2023, and the matter is closed.

Discussion of Stormwater Management Ordinance Violation at 8150 Schlapp Road (PIN: 06-15-100-007)

Mr. Asselmeier summarized the issue.

In December 2022, the Department received a complaint of piles of material at least three feet (3') in height deposited without a permit at 8150 Schlapp Road. Complaint information was provided.

At their meeting in January 2023, the Planning, Building and Zoning Committee gave the property owner a deadline for the end of March for the issuance of a stormwater management permit.

In February 2023, the property owner submitted an application, but requested that the application not be processed until March 2023 because they would like to appeal having to obtain the permit.

Staff would like to note that no calculations were provided and that the plat was dated 2015.

Staff requests guidance as to how to proceed.

Brandon Diller and Glenn Diller, Jr. explained the piles of dirt would be used for flowering plants to help bees. They noted that a horse statue on Schlapp Road did not need a stormwater permit because it was agricultural.

Chairman Wormley felt that the property owner had changed the original intent for the piles.

It was noted that the Dillers could use the engineering firm that prepared plans in 2015 to do the drainage calculations.

The Dillers would contact the original engineering firm for calculations.

The deadline would remain March 31, 2023. Chairman Wormley agreed to grant extensions to the deadline, if progress was shown on obtaining a permit. If no progress was shown, the Stormwater Management Ordinance would be enforced.

Follow-Up on February 15, 2023, Kendall County Historic Preservation Group Meeting

Mr. Asselmeier reported that approximately twenty (20) people attended the meeting and the meeting went well.

Update on 1539 Collins Road

The Committee reviewed an email from the State's Attorney's Office.

REVIEW VIOLATION REPORT

The Committee reviewed the violation report.

REVIEW PRE-VIOLATION REPORT

The Committee reviewed the report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

None

REVIEW PERMIT REPORT

The Committee reviewed the report.

REVIEW REVENUE REPORT

The Committee reviewed the report. Mr. Asselmeier noted that revenues fiscal year to date were similar to the numbers for 2018.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

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

Chairman Wormley adjourned the meeting at 8:13 p.m.

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

Enc.



COUNTY OF KENDALL, ILLINOIS

Property Inventory Form

EMPLOYEE NAME: _____
 JOB TITLE: _____
 DEPARTMENT: _____

PROPERTY DESCRIPTION	PROPERTY ID NUMBER	DATE PROVIDED TO EMPLOYEE	DATE PROPERTY RETURNED TO COUNTY

By signing below, I affirm that I received the property set forth above. All property provided to me shall not be duplicated or given to another person without the prior written consent of Kendall County. Upon my separation of employment or upon request, I will promptly return the property to Kendall County. If the property becomes lost, stolen, or damaged, I must immediately report it to my direct supervisor. I understand that my failure to comply with these requirements may result in disciplinary action up to and including termination of employment.

Employee's Signature

Date

FOR ADMINISTRATIVE USE:

The following property was returned to Kendall County and/or transferred to another department/office, as noted below:

Description of Property	Department In Possession of Property	Date Received

Human Resources Department

Date

EEO-4 Voluntary Self Identification Form



The Equal Employment Opportunity Commission (EEOC) requires all State and local governments with 100 or more employees to submit demographic workforce data in an EEO-4 report every other year. Covered employers must invite employees to self-identify gender, ethnicity, and race for this report.

Completion of this form is voluntary and will not affect your opportunity for employment, or the terms or conditions of your employment. If you do not wish to disclose information, please mark "I do not wish to disclose." This form will be used for EEO-4 reporting purposes only and will be kept separate from all other personnel records only accessed by the Human Resources Department. Please return the completed form to the Kendall County Human Resources Department.

NAME: _____

JOB TITLE: _____

DEPT./OFFICE: _____

DATE COMPLETED: _____

GENDER: *Please check one of the options below.*

Male Female Non-binary I do not wish to disclose.

ETHNICITY: *Please check one of the options below.*

Yes, I am **Hispanic or Latino**: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.)

No, I am **not Hispanic or Latino**.

I do not wish to disclose.

RACE: *Only complete this section if you checked, "No, I am not Hispanic or Latino." Select ONE of the following categories:*

White (Not Hispanic or Latino): A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Black or African American (Not Hispanic or Latino): A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Pacific Islander (Not Hispanic or Latino): A person having origins in any of the peoples of Hawaii, Guam, Samoa or other Pacific Islands.

Asian (Not Hispanic or Latino): A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

Native American or Alaska Native (Not Hispanic or Latino): A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Two or more races (Not Hispanic or Latino): All persons who identify with more than one of the above five races.

I do not wish to disclose.



KENDALL COUNTY PROBATIONARY PERFORMANCE EVALUATION

Employee's Name: _____ Title: _____
Department/Office: _____ Date of This Evaluation (mm/dd/yyyy): _____

Ratings

AA = Above Average: *The probationary employee often exceeds the normal job requirements.*

S = Satisfactory: *The probationary employee fulfills normal job requirements.*

US = Unsatisfactory: *The probationary employee performs below the job requirements.*

Check the appropriate boxes and support with information
(if you need more space, please attach a sheet of paper)

1. **Job Knowledge:** *Possesses a clear understanding of the job responsibilities and assigned tasks.*

AA S US

Comments:

2. **Quality of Work:** *Work product is accurate, thorough, and effective.*

AA S US

Comments:

3. **Office/Department Procedures:** *Demonstrates compliance with office/department procedures.*

AA S US

Comments:

4. **Timeliness of Work:** *Completes assignments in a timely manner.*

AA S US

Comments:

5. **Cooperation:** *Communicates well with supervisors, co-workers, and the public. Cooperates as a team player.*

AA S US

Comments:

6. **Initiative, Responsibility and Organization:** *Keeps office neat; keeps files organized; takes initiative in their job responsibilities; and implements improved methods of work.*

AA S US

Comments:

7. **Attendance and Punctuality:** *Arrives for work on time each day, uses breaks and lunchtime appropriately and notifies supervisor of any change in schedule.*

AA S US

Comments:

8. **Overall Evaluation:** *Rate the employee's total performance, taking into consideration the most important factors of the job.*

AA S US

Comments:

Has the employee successfully completed the probationary period? Yes No

If no, do you recommend an extension of the probationary period? Yes No

Probationary period extended to: _____

Signatures

Department Head/Elected Official's Signature: _____ Date (mm/dd/yyyy): _____

Supervisor's Signature: _____ Date (mm/dd/yyyy): _____

By signing below, I acknowledge that I received a copy of this probationary performance evaluation.

Employee's Signature: _____ Date (mm/dd/yyyy): _____

Letter of Understanding
Between County of Kendall, Illinois and Kendall County Sheriff and
Illinois Fraternal Order of Police Labor Council (Patrol Deputies)

This Letter of Understanding (LOU), entered into by and between the County of Kendall, Illinois and Kendall County Sheriff (hereinafter collectively referred to as “Employer”) and the Illinois Fraternal Order of Police Labor Council for Kendall County Sheriff’s Office, Patrol Deputies Bargaining Unit (hereinafter “Union”), hereby memorializes the Employer’s and the Union’s mutual understanding and agreement to the following, which shall become effective on April 1, 2023:

1. Article XXII, Section 2 of the current union contract is hereby modified as follows, and such modifications shall become effective on April 1, 2023:

ARTICLE XXII
WAGES/COMPENSATION/ALLOWANCES

Section 2. Lateral Transfers. Employees who are hired as a lateral transfer deputy shall be granted credit for their years of service with an outside law enforcement agency as a full time law enforcement officer, for pay purposes only, up to nine (9) years of service allowing them to commence employment up to the “9 Years and Over” pay rate on the wage schedule and shall then progress through the steps of the wage schedule being credited with said years of service with the outside law enforcement agency. A lateral hire’s longevity pay will be calculated as their actual hire date with the Sheriff’s Office.

2. A deputy who was hired by the Employer as a lateral transfer deputy at any time after March 18, 2020 (i.e., the date the current contract was executed by the parties) and before April 1, 2023 shall have their pay rate on the wage schedule adjusted effective April 1, 2023 to include their previous years of service with an outside law enforcement agency and length of time in service at the Sheriff’s Office up to nine (9) years of service, provided said deputy remains currently employed by the Sheriff’s Office on April 1, 2023. This modification would

impact the following current lateral transfer deputies, provided said deputies remain currently employed by the Sheriff's Office on April 1, 2023:

Lateral Transfer Deputy	Their New Pay Rate on the Wage Schedule Starting on April 1, 2023
Tristan Borzick	9 Years and Over
Tyler Giannotti	3-4 Years
Brendan Heye	5-7 Years
Steward Blouin	9 Years and Over
Dan Malkowski	9 Years and Over

Signed and agreed to this ____ day of March, 2023.

For the County of Kendall

For the IFOP Labor Council

For the Kendall County Sheriff



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: March 13, 2023

Amount: N/A

Budget: N/A

Issue: Petition 23-14 Request from the Kendall County Planning, Building and Zoning Department to Add the 2018 International Swimming Pool and Spa Code to the List of Adopted Building Codes

Background and Discussion:

The International Swimming Pool and Spa Code establishes the minimum requirements for design, construction, alteration, repair and maintenance of swimming pools, spas, hot tubs and aquatic facilities. The 2018 addition is fully compatible with all of the International Codes. The Department proposed the adoption of this code to provide residents of Kendall County more clarity and flexibility in regards to installing safe swimming pool on their property. Kendall County has also has a tradition of adopting similar codes to the Municipalities in the County as a matter of uniformity.

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: March 13, 2023

State of Illinois
County of Kendall

ORDINANCE # 2023-_____
ORDINANCE AMENDING ORDINANCE 2019-39
PERTAINING TO BUILDING CODES BY ADOPTING 2018 INTERNATIONAL
SWIMMING POOL AND SPA CODE

WHEREAS, on December 17, 2019, the Kendall County Board adopted Ordinance 2019-39 which adopted building codes and established fees for building permits issued by the Kendall County Planning, Building and Zoning Department; and

WHEREAS, on or about February 14, 2023, the Kendall County Planning, Building and Zoning Department submitted a request to add the 2018 International Swimming Pool and Spa Code to list of approved building codes; and

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

The 2018 International Swimming Pool and Spa Code is hereby added to the previously adopted building codes contained in Ordinance 2019-39.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 21st day of March, 2023.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

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.

9. MP
~~10.~~

INDEMNIFICATION

Scriveners error

~~10.1~~
9.1 MP

Alternatively, a self-insurance reserve of \$1 million with excess coverage of \$20 million is acceptable if KANE COUNTY self-insures.

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 COUNTY

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

Date: 2/28/23

KENDALL COUNTY

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

Date: _____

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



FEBRUARY

2023

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	February-21	February-22	January-23	February-23
Calls for Service	701	590	634	589
Police Reports	281	354	343	336
Total Arrests	26	101	143	129
Ordinance Citations Issued	2	0	0	0

TRAFFIC SERVICES				
Traffic Contacts	134	466	594	524
Traffic Citations Issued	73	215	284	305
DUI Arrests	4	8	8	9

TRAFFIC CRASH INVESTIGATIONS				
Property Damage	27	50	44	39
Personal Injury	30	5	10	5
Fatalities	0	0	0	0
TOTAL CRASH INVESTIGATIONS	57	55	54	44

VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	43,474	47,620	46,537	51,017
Vehicle Maintenance Expenditures	\$2,894	\$8,936	\$6,568	\$7,132
Fuel Expenditures	\$8,709	\$13,236	\$11,974	\$11,713
Fuel Gallons Purchased	3,749	3,930	4,069	3,919
Squad Damage Reports	0	0	1	0

AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	10	0
Auxiliary Hours	135	32	16	28
TOTAL AUXILIARY HOURS	135	32	26	28

EVIDENCE/PROPERTY ROOM				
New Items into Property Room	50	101	145	174
Disposal Orders Processed	24	21	30	21
Items Disposed Of	166	173	102	91
Items Sent to Crime Lab for Processing	2	11	25	6
Pounds of Prescription Meds Collected from Drop Box	16	8	4	10

INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	43	33	23	21
Total Closed Cases (Patrol/Invest)	49	41	61	13
Total Open Cases (Patrol/Invest)	120	118	88	96
Community Policing Meetings/Presentations	21	23	19	30

Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	10	13	7	11
Sex Offender - Address Verifications Completed	0	0	0	0
Sex Offender - Address Verification Attempted	0	0	0	0
Total # of Sex Offenders- Jurisdiction	31	33	31	31
Total # of Sex Offenders- Entire County	80	84	89	89
Violent Offenders Against Youth Registrations	0	0	1	0
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	7	7	8	9
Total # of VOAY- Entire County	24	23	26	26

RECORDS DIVISION

SHERIFF SALES				
Sales Scheduled	0	14	16	11
Sales Cancelled	0	9	9	7
Sales Conducted	0	5	7	4

CIVIL PAPERWORK				
Papers Filed/Received	184	131	173	81
Papers Served/Executed	151	104	117	65

REPLEVINS/LEVY	February-21	February-22	January-23	February-23
Replevin/Levy Scheduled	0	0	0	0
Replevin/Levy Conducted	0	0	0	0

SA, SUBPOENA & FOIA REQUESTS

Electronic and Recording Copy Requests	54	62	76	65
Accident Reports	27	37	10	14
Background Checks	22	28	33	17
Incidents	53	49	80	77
Subpoenas	3	4	1	5
TOTAL REQUESTS	159	180	200	178

WARRANTS

Total Warrants on File	1,753	1,731	1,604	1,572
New Warrants Issued	95	105	101	94
Total Warrants Served	85	108	119	109
Warrants Quashed	19	20	25	17

EVICCTIONS

Evictions Scheduled for Month	1	9	5	11
Evictions Cancelled	0	4	2	4
Evictions Conducted	1	5	3	7

FEES

Civil Process Fees	\$7,711	\$8,095	\$5,321	\$3,431
Sheriff Sales Fees	\$0	\$2,100	\$5,700	\$3,600
Records Fees/Fingerprinting	\$240	\$200	\$35	\$210
Bond Processing Fees	\$1,568	\$1,167	\$2,293	\$1,064
TOTAL FEES COLLECTED	\$9,519	\$11,562	\$13,350	\$8,305

CORRECTIONS DIVISION

JAIL POPULATION

New Intake Bookings	149	193	258	205
Inmates Released	136	197	235	168
Federal Inmate ADP	63	64	17	17
Kendall County Inmate ADP	62	75	76	70
Other Jurisdictions Inmate ADP	20	11	4	4
Average Daily Population	145	150	97	91
ADP of inmates housed in other Jurisdictions			6	14

JAIL MEALS

Number of Meals Prepared Consolidated/Aramark	13,276	12,085	8,214	7,656
Price Per Meal	\$1.31	\$1.36	\$2.97	\$2.95

INMATE TRANSPORTS

To and From Kendall County Courthouse	13	33	42	37
Other County Court Transports	2	8	0	1
Out of County Prisoner Pickups	6	8	9	11
To I.D.O.C	0	1	3	0
Medical/Dental Transports	4	12	8	5
Court ordered medical transports	1	1	0	2
Juvenile To and From Youth Homes/Courts	10	11	7	11
Federal Transports	5	12	5	5
To and From Kane County Jail			32	24
TOTAL INMATE TRANSPORTS	41	86	106	96

INMATE WORK CREWS

Number of Inmates	0	0	0	0
Number of Locations	0	0	0	0
Total Hours Worked	0	0	0	0

REVENUE

Amount Invoiced for Inmates Housed for Other Juris.	\$41,560	\$21,210	\$2,170	\$1,960
Amount Invoiced for Federal Housing	\$140,800	\$142,640	\$42,160	\$38,080
Amount Invoiced for Federal Court Transport	\$250	\$1,077	\$923	\$2,073
Amount Invoiced for Federal Medical Transport	\$378	\$1,202	\$280	\$82
TOTAL INVOICED	\$182,988	\$166,129	\$45,533	\$42,195

MEDICAL BILLING	February-21	February-22	January-23	February-23
Medical Contractual Services	\$15,840	\$20,809	\$20,809	\$17,383
Prescriptions	\$5,170	\$6,021	\$1,358	\$2,027
Medical	\$542	\$3,081	\$192	\$1,145
Dental	\$0	\$0	\$0	\$0
Emergency Medical Services	\$353	\$757	\$479	\$240
Medical Supplies	\$450	\$706	\$177	\$457
TOTAL MEDICAL BILLING	\$22,355	\$31,374	\$23,015	\$21,251

Housing Expense

Kane County Jail			\$12,825	\$12,975
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TOTAL HOUSING EXPENSE

Outstanding FTA Fees

FTA Fees- Outstanding	\$300	\$600	\$675	\$675
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COURT SECURITY

Entries	6,680	8,174	10,080	9,956
Items X-rayed	1,869	3,574	4,976	4,738
Bond Call - In Person	8	7	6	12
Bond Call - Video	32	32	44	40
Kendall Prisoners	48	72	72	64
Other Prisoners	3	6	19	9
Arrests made at Courthouse	18	18	34	35
Contraband Refused	60	60	77	48

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM

Juvenile		13	7	7
Adult		58	66	67
TOTAL PARTICIPANTS		71	73	74

Orders

Presentenced		68	65	68
Bischof		32	36	32
Post Sentenced		3	8	6

Days Defendants Served on EHM

Juvenile		255	176	121
Adult		1,511	1,943	1,810
TOTAL DAYS		1,766	2,119	1,931

EHM VIOLATIONS

Juvenile		3	0	0
Adult		14	7	5
TOTAL VIOLATIONS		17	7	5

COST vs. COLLECTIONS

Cost		\$4,645	\$5,573	\$5,079
Collected		\$6,445	\$2,158	\$4,677

KCSO TRAINING

CORRECTIONS DIVISION

NATURE OF TRAINING

Corrections Liability				17
County Anti-Harassment & Discrimination Video				28
CourtSmart				0.5
Cultural Awareness & Diversity				2
Ethical Behaviors for Corrections Officers				2
Fire Extinguisher Refresher				0.5
LEADS Re-Cert				1.5
Lexipol DTB's				18
Stress Management for Correctional Officers				1
Supervising Inmates				2
Understanding Depression & Bipolar Disorder				15
Use of Force in Corrections				3
Written Communication & Report Writing				1
TOTAL HOURS	59	23	231	245
				92

OPERATIONS DIVISION	February-21	February-22	January-23	February-23
NATURE OF TRAINING				
16 Hour Sexual Assault Investigators Training				16
Anti-Gang Strategies for Patrol				8
Beneath the Body Armor				8
County Anti-Harassment & Discrimination Video				47
CourtSmart				29
DOA Homicide Investigations				24
Explosive Safety, Recognition & Handling				8
Immediate Trauma Care Instructor				32
Incident Command for Improved Patrol Response				8
LEADS LTFA				8
LEADS Re-Cert				3
Less Lethal Bean Bag Qualifications				122.5
Lexipol DTB's				21.75
Police Firearms Instructor				40
PREA: Investigating Sexual Abuse in Confinement Setting				3
Roll Call Training				12.25
Safe Schools & Healthy Students				16
SFST Instructor				64
Stop the Bleed				16
Taser X2 Re-Cert				122.5
Use of Force Update for Administrators & Supervisors				8
TOTAL HOURS	723	509	467	617
COURT SECURITY				
NATURE OF TRAINING				
Corrections Liability				4
County Anti-Harassment & Discrimination Video				7
CourtSmart				3.5
Drone Re-Cert				1
Lexipol DTB's				4.5
Understanding Depression & Bipolar				5
TOTAL HOURS	15	10	57	25
ADMINISTRATION DIVISION				
NATURE OF TRAINING				
County Anti-Harassment & Discrimination Video				13
Enrollment Manager 100				0.5
Enrollment Manager 101				0.5
Enrollment Manager 102				1
Going Paperless: Why & How				3
Into to Sealing & Expunging Records				2.5
On-the-Job Training/Apprenticeship Programs				1.5
Training Manager Specialist				32
TOTAL HOURS	11	0	14.75	54
AUXILIARY				
NATURE OF TRAINING				
County Anti-Harassment & Discrimination Video				2
LEADS Re-Cert				1.5
TOTAL HOURS	0.0	0	0	2
PART TIMERS				
NATURE OF TRAINING				
County Anti-Harassment & Discrimination Video				13
CourtSmart				3
Cultural Competency				1
Less Lethal Bean Bag Quals				3.5
Lexipol DTB's				8.25
Taser X2 Re-Cert				3.5
Trauma Informed Response to Sexual Assault/Abuse				16
TOTAL HOURS	0	7	33	48

Kendall County Clerk				
Revenue Report		2/1/23-2/28/23	2/1/22-2/28/22	2/1/21-2/28/21
Line Item	Fund			
CLKFEE	County Clerk Fees	\$408.50	\$793.00	\$1,202.00
MARFEE	County Clerk Fees - Marriage License	\$870.00	\$1,050.00	\$600.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$45.00	\$60.00	\$45.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,630.00	\$1,418.00	\$1,090.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$175.00	\$440.00
MISINC	County Clerk Fees - Misc	\$60.00	\$65.00	\$125.00
	County Clerk Fees - Misc Total	\$1,735.00	\$1,718.00	\$1,700.00
RECFEE	County Clerk Fees - Recording	\$15,503.00	\$28,097.00	\$40,330.00
	Total County Clerk Fees	\$18,516.50	\$31,658.00	\$43,832.00
CTYREV	County Revenue	\$26,161.75	\$39,289.50	\$46,895.50
DCSTOR	Doc Storage	\$8,958.50	\$16,534.00	\$23,792.00
GISMAP	GIS Mapping	\$28,500.00	\$52,470.00	\$75,300.00
GISRCD	GIS Recording	\$1,900.00	\$3,498.00	\$5,020.00
INTRST	Interest	\$86.35	\$28.99	\$77.45
RECMIS	Recorder's Misc	\$556.50	\$4,630.75	\$5,735.25
RHSP	RHSP/Housing Surcharge	\$7,353.00	\$14,274.00	\$21,636.00
TAXCRT	Tax Certificate Fee	\$1,720.00	\$1,160.00	\$1,640.00
TAXFEE	Tax Sale Fees	\$1,605.00	\$510.00	\$645.00
PSTFEE	Postage Fees	\$1,279.80	\$373.83	\$400.14
CK # 19626	To KC Treasurer	\$96,637.40	\$164,427.07	\$224,973.34
Death Certificate Surcharge sent from Clerk's office \$1684.00 ck # 19624				
Dom Viol Fund sent from Clerk's office \$145.00 ck 19625				

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 THREE MONTHS ENDED 02/28/2023

<u>REVENUES*</u>	Annual <u>Budget</u>	2023 YTD <u>Actual</u>	2023 YTD% <u>%</u>	2022 YTD <u>Actual</u>	2022 YTD <u>%</u>
Personal Property Repl. Tax	\$915,000	\$194,895	21.30%	\$268,421	57.72%
State Income Tax	\$3,158,685	\$756,662	23.95%	\$782,632	30.40%
Local Use Tax	\$760,000	\$96,858	12.74%	\$91,734	9.66%
State Sales Tax	\$650,000	\$89,557	13.78%	\$74,533	12.78%
County Clerk Fees	\$350,000	\$65,165	18.62%	\$79,941	22.84%
Circuit Clerk Fees	\$1,050,000	\$220,498	21.00%	\$192,501	15.40%
Fines & Foreits/St Atty.	\$250,000	\$24,786	9.91%	\$39,931	14.52%
Building and Zoning	\$80,000	\$5,455	6.82%	\$22,940	30.59%
Interest Income	\$75,000	\$277,378	369.84%	\$7,141	17.85%
Health Insurance - Empl. Ded.	\$1,488,365	\$287,436	19.31%	\$268,091	16.88%
1/4 Cent Sales Tax	\$3,228,750	\$389,624	12.07%	\$370,665	11.48%
County Real Estate Transf Tax	\$450,000	\$85,599	19.02%	\$119,142	26.48%
Federal Inmate Revenue	\$584,000	\$84,880	14.53%	\$334,560	17.63%
Sheriff Fees	\$113,663	\$19,108	16.81%	\$20,559	17.88%
TOTALS	\$13,153,463	\$2,597,899	19.75%	\$2,672,790	19.31%
Public Safety Sales Tax	\$7,500,000	\$701,970	9.36%	\$678,668	12.31%
Transportation Sales Tax	\$7,500,000	\$701,970	9.36%	\$678,668	11.31%

****All Accruals have been completed at this time. So these figures are where we currently stand for FY2023**

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 3 months the revenue and expense should at 25.00%

EXPENDITURES

All General Fund Offices/Categories

\$28,296,196 **\$4,715,487** **16.66%** **\$4,651,877** **15.49%**

Office of the Kendall County Coroner

**Monthly Report
February 2023**

* There were 28 hours of community service time served during the month of February

* No Report.

Deaths Report to the M.E.		Deaths Investigations	
February 2023	23	February 2023	3
YTD	65	YTD	12

MEI Scene Investigations		Postmortem Examinations	
February 2023	3	February 2023	3
YTD	11	YTD	7

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
February 2023	20	0	0	0	0	3
YTD	55	4	2	0	0	4

Cremation Permits Issued	
February 2023	16
YTD	43

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2023-0043	Natural	Nervous System- Stroke	02-27-1936	02-03-2023	None	No
2023-0044	Pending	Transportation-Train-Commercial	05-18-1973	02-04-2023	Full	Yes
2023-0045	Natural	Nervous System	02-02-1941	02-05-2023	None	No
2023-0046	Pending	Undetermined/Other	01-26-1972	02-05-2023	Full	Yes
2023-0047	Natural	Cardiac	04-08-1934	02-10-2023	None	No
2023-0048	Natural	Neoplasm	03-19-1933	02-12-2023	None	No
2023-0049	Natural	Neoplasm	12-18-1944	02-12-2023	None	No
2023-0050	Natural	Dementia-Alzheimers	05-10-1940	02-13-2023	None	No
2023-0051	Natural	Dementia-Alzheimers	01-21-1937	02-13-2023	None	No
2023-0052	Natural	Cardiac	11-04-1943	02-14-2023	None	No
2023-0053	Natural	Neoplasm	04-17-1954	02-14-2023	None	No
2023-0054	Natural	Nervous System	11-21-1935	02-15-2023	None	No
2023-0055	Natural	Nervous System	01-08-1927	02-17-2023	None	No
2023-0056	Natural	Cardiac	12-31-1937	02-17-2023	None	No
2023-0057	Natural	Pulmonary-COPD	01-27-1941	02-17-2023	None	No
2023-0058	Natural	Nervous System	08-05-1942	02-17-2023	None	No
2023-0059	Pending	Gun-Not Specified	09-15-1997	02-18-2023	Full	Yes
2023-0060	Natural	Nervous System- Stroke	07-01-1932	02-21-2023	None	No
2023-0061	Natural	Pulmonary-COPD	01-28-1937	02-24-2023	None	No
2023-0062	Natural	Nervous System	12-01-1938	02-26-2023	None	No
2023-0063	Natural	Dementia-Alzheimers	04-05-1954	02-26-2023	None	No
2023-0064	Natural	Dementia-Alzheimers	06-07-1934	02-27-2023	None	No
2023-0065	Natural	Neoplasm	11-23-1948	02-28-2023	None	No

**CONTRACT FOR
JOB # 25-IL-230036**

BETWEEN **Kendall County** AND GARLAND/DBS, INC. FOR THE Courthouse Roof Project

- 1.) This CONTRACT is made at **Kendall County** as of March 10, 2023, (“Effective Date”), by and between the **Kendall County** located at **111 W. Fox Street Yorkville, IL 60560** (hereinafter designated the “CUSTOMER”), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the “CONTRACTOR”).
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Courthouse Roof Project** located at **807 W. John Street Yorkville, IL 60560**, as well as all work incidental and pertinent thereto, (hereinafter designated the “Project”) all in accordance with the original proposal # **25-IL-230036** dated **01/30/2023** submitted by the CONTRACTOR (hereinafter together designated the “Specifications”), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **on or before May 30, 2023**, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$574,405.00** as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR’s receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate

action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Dan Polvere**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$574,405.00**. **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.

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.

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 contract 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. 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.

For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the County's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the County's properties and/or facilities absent prior written consent from the County.

Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and 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. Also, Bidder and Bidder's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be

binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.

- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.

- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Kendall County, IL**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. _____

2. _____

GARLAND/DBS, INC.

By: _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

1. _____

2. _____

Kendall County

By: _____

Date: _____

And

By: _____

Date: _____

Exhibit A

Exhibit A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Kendall County
Courthouse
804 W Johns St
Yorkville, Illinois 60560

Date Submitted: 01/30/2023
Proposal #: 25-IL-230036
MICPA # PW1925

ILLINOIS General Contractor License #: 104.015673

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Garlands Viking EPDM Fully Adhered Roofing System

1. Stage and mobilize equipment & material.
2. Vac off existing ballasted river rock.
3. Cut existing membrane into 10' strips and completely remove to insulation.
4. (per Nuclear Scan) replace wet Insulation.
5. Re-using existing Insulation mechanically fasten existing insulation.
6. Cut hole into deck/ insulation for 2" conduit/ pipe (area on map).
7. Install 1/2" Recovery boarddens deck and set in Garlands Insu-lock adhesive 7. Fully Adhere and install 60 mil NEW EPDM membrane in neoprene adhesive 8 . Install 3x3 drain sumps with new lead.
8. Install all new flashings in neoprene adhesive.
9. Install all new termination bar and surface mounted counter flashings.
10. Apply Garlands Rust Go Primer and Paint for rust inhibiting paint for reglets.
11. 3-days prior to completion conduct on site walk thru with owners representative for punch out list.
12. Complete punch out list.
13. Full clean/ sweep of all construction debris.

Total Price - Base Bid - Viking EPDM

Proposal Price Based Upon Market Experience: \$ 405,537

Garland/DBS Price Based Upon Local Market Competition:

1 R.B. Crowther Co	\$ 405,537
2 DCG Roofing Solutions	\$ 431,342
3 Crowther Roofing	\$ 457,480
4 Riddiford	\$ 505,674
5 Knickerbacker Roofing	\$ 630,740

Unforeseen Site Conditions: R.B. Crowther Co

Drain Replacement	\$ 3,990.00	Each
Soil Stacks	\$ 342.00	Each
Additional Insulation Replacement	\$ 17.10	per Sq. Ft.
Rubber Boot Replacement	\$ 39.90	Each
Pipe Support Replacement	\$ 51.30	Each

Total Price - Add Alternate 1

Proposal Price Based Upon Market Experience: \$ 140,986

Garland/DBS Price Based Upon Local Market Competition:

1 Crowther Roofing	\$ 140,986
2 DCG Roofing Solutions	\$ 146,191
3 R.B. Crowther Roofing	\$ 168,868
4 Riffiford Roofing	\$ 177,436
5 Knickerbacker Roofing	\$ 196,087

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are included.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

AGREEMENT FOR
Exel Inc. dba DHL Supply Chain (USA)
ABATEMENT OF REAL PROPERTY TAXES

THIS AGREEMENT, entered into by and between *Exel Inc. dba DHL Supply Chain (USA)*, being hereinafter referred to as the “Applicant”, and the County of Kendall, being hereinafter being referred to as the “Taxing Body”, the parties to this Agreement being collectively referred to as the “parties”;

WITNESSETH:

WHEREAS, the Taxing Body has the power, pursuant to Section 200/18-170 of the Illinois Property Tax Code, as amended (35 ILCS 200/18-170), to abate real estate property taxes on property located within an Enterprise Zone upon which new improvements have been constructed; and

WHEREAS, the amount of taxes abated pursuant to Section 200/18-170 may not exceed the amount attributable to the construction of the improvements; and

WHEREAS, the Taxing Body believes that it is in the best interest of it, its residents and taxpayers to attract new and diverse commercial and industrial businesses within its boundaries, and encourage their growth and expansion in order to stimulate job creation and increase the assessed valuation within its boundaries; and

WHEREAS, the Applicant is the fee simple owner of the Property, described in “Exhibit A” below; and

WHEREAS, the Property is located within an Enterprise Zone, as established pursuant to the Illinois Enterprise Zone Act, as amended (20 ILCS 655/1, *et seq.*) and approved by the Illinois Department of Commerce and Economic Opportunity on Date DCEO approves adding Property to Enterprise Zone; and

WHEREAS, the Applicant has submitted an Application for Tax Abatement to the Taxing Body; and

WHEREAS, the Applicant intends to construct on the Property a building (the “Building”), containing not less than 1,000,000 square feet of area and otherwise substantially depicted on the preliminary site plan attached hereto as described in “Exhibit B”, for commercial or industrial purposes; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of any tenants, affiliates, assignees, and sub-contractors using the Property and structures thereof, with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises each to the other made, as hereinafter set forth and other good and valuable consideration, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties as follows:

I. ADOPTION OF PREAMBLES

The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Paragraph I.

II. AGREEMENT TO GRANT REAL ESTATE PROPERTY TAX ABATEMENT

The Taxing Body agrees to provide real estate property tax abatement in accordance with Section 200/18-170 of the Illinois Property Tax Code, and in accordance with the terms of this Agreement.

III. TERMS OF THE AGREEMENT

A. Definitions:

For the purposes of this Agreement:

Real Estate Property Taxes shall mean all taxes levied or extended upon the Property and any improvements to the Property, including the taxes now existing or which may in the future exist.

Tax Year shall mean the calendar year (i.e. from January 1 through December 31 of a given year) for which the Property is assessed, notwithstanding that Real Estate Property Taxes for such Tax Year are payable in the next calendar year.

B. Amount and Duration:

The Applicant shall commence construction of the building as described in Exhibit B on the Property. The Taxing Body shall, pursuant to 35 ILCS 200/18-170 as it may be amended subsequent to the effective date of this Agreement, take any and all action necessary to abate its portion of the Real Estate Property Taxes for the Property for three consecutive Tax Years after the Applicant has received either a temporary or permanent occupancy permit for the Building from the Village of Plainfield as follows:

- 1. First Tax Year: Seventy-five percent (75%) of the Taxing Body's portion of the Real Estate Property Taxes on the Property shall be abated for the first full Tax Year that immediately follows the issuance of an occupancy permit for the Building ("First Tax Year").**
- 2. Second Tax Year: Fifty percent (50%) of the Taxing Body's portion of the Real Estate Property Taxes on the Property shall be abated for the second full Tax Year following the issuance of an occupancy permit for the Building ("Second Tax Year").**

3. Third Tax Year: Twenty-five percent (25%) of the Taxing Body’s portion of the Real Estate Property Taxes on the Property shall be abated for the third full Tax Year following the issuance of an occupancy permit for the Building (“Third Tax Year”).

The dollar amount abated in any year shall not exceed the amount of taxes attributable to the construction of the improvements on the Property.

The Taxing Body shall not be obligated to abate Real Estate Property Taxes if a temporary or permanent occupancy permit for the Building has not been issued by the Village of Plainfield within four years of the date of this Agreement.

C. Misrepresentation:

Should a material misrepresentation be discovered regarding Applicant’s Application for Tax Abatement filed with the Taxing Body, or any other documentation submitted to the Taxing Body, the Applicant shall be in default of this Agreement, which shall result in the termination of the Agreement. Upon such termination, the Applicant agrees to and shall repay the Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the Property, which were previously abated by the Taxing Body pursuant to this Agreement.

D. Assessment

The Supervisor of Assessments and the Na-Au-Say Township Assessor shall assess the Property and its improvements in accordance with the Illinois Property Tax Code and other applicable laws and regulations.

E. Tax Objections and Assessment Appeals:

Except in the case of a typographical or ministerial error, the Applicant agrees not to file an objection to the Real Estate Property Taxes levied by the Taxing Body, not to tender payment under protest, nor to file any appeal of the assessment of the Real Estate Property Taxes on the Property for any year in which the Applicant is granted an abatement pursuant to Paragraph III.B.. This paragraph shall permit and result in the mandatory dismissal of any objections, assessment appeals, or protests made by the Applicant or its representative for any year in which abatement has been provided pursuant to Paragraph III.B. Except for a case of a typographical or ministerial error, should the Applicant file an objection to the Real Estate Property Taxes levied by the Taxing Body, tender payment under protest, or file any appeal of the assessment, the Applicant shall have defaulted on the terms of this Agreement and the Applicant agrees to and shall repay to the Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the Property which were previously abated by the Taxing Body pursuant to this Agreement.

F. Compliance with Applicable Laws:

Applicant 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 and labor laws. All improvements on the Property shall be constructed in compliance with all plans and specifications approved by each governmental agency having any jurisdiction over any portion of the work.

Applicant, 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. Applicant, 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.

All parties affirm no officer or elected official of the Taxing Body has a direct or indirect pecuniary interest in Applicant or this Agreement, or, if any officer or elected official of the Taxing Body does have a direct or indirect pecuniary interest in Applicant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Applicant certifies that Applicant, 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). Applicant further certifies by signing the Agreement that Applicant, 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 Applicant 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.

The Applicant shall not violate any environmental, zoning, or building code, ordinance, rule, or regulation of the United States of America, State of Illinois, the County of Kendall, or Village of Plainfield. During the Tax Years that are subject to abatement under Section III.B., should the Applicant receive notice of any such violation and fail to cure the violation and fail to cure the violation within sixty (60) days of the written notice, the Taxing Body has the right to terminate the tax abatements.

G. Termination:

To terminate the tax abatement pursuant to the terms of this Agreement, the Taxing Body shall provide notice to the Applicant in writing or by written agreement of the Taxing Body and the Applicant. The Indemnification sections of this Agreement shall survive termination of this Agreement.

H. Payment of Taxes:

The Applicant shall pay all bills for Real Estate Property Taxes when due. The Taxing Body's abatement of Real Estate Property Taxes shall be contingent upon the Applicant's timely payment. If Applicant fails to pay its billed Real Estate Property Taxes in full on or before the due date of such tax bills for any Tax Year during the term of this Agreement, the full unabated Real Estate Property Taxes for that Tax Year shall become due and owing and the Taxing Body shall be under no obligation to abate Real Estate Property Taxes for the remaining term of the Agreement.

IV. MISCELLANEOUS

A. Guarantee of Authorization:

Each party signing this Agreement represents, warrants, and guarantees to the other party that:

- (1) They are authorized to execute this Agreement upon behalf of the party for whom they signed this instrument;
- (2) All action necessary, including, but not limited to corporate resolutions, ordinances and notices, to make this Agreement a lawful and binding agreement upon that party has been taken;
- (3) The performance of the transactions contemplated by the provisions of this Agreement, and the execution, issuance, delivery and performance of this Agreement to be executed and delivered by the Taxing Body and the Applicant have each been duly authorized by all necessary action on the part of each.

B. Default:

If the Applicant fails to meet any of its obligations under this Agreement, the Taxing Body may terminate its abatement obligations. In the event of such a default by Applicant, Applicant agrees to and shall repay the Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the Property that were previously abated by the Taxing Body pursuant to this Agreement.

C. Effective Date:

This Agreement shall not be effective until all of the parties to this Agreement have in fact signed this Agreement and the effective date of this Agreement shall be the latest date that any one party actually signs and dates this Agreement.

D. Assignment or Transfer:

The abatement is granted to the Applicant, upon conveyance or transfer of the Property, shall run with the land and benefit the successors and assigns of the Applicant so long

as such successor and/or assign executes an assignment and assumption of the rights and obligations of Applicant set forth in this Agreement, the form of which assignment and assumption shall be subject to the prior approval of the Taxing Body, which approval shall not be unreasonably withheld or delayed. In the event that the Applicant ceases operation on the Property for a period of more than twelve (12) consecutive months or transfers title of the Property without assigning the rights and obligations of this Agreement to its successor or assign with the approval of the Taxing Body as set forth in the prior sentence, the abatement shall immediately terminate and the Taxing Body shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

E. Successors of Taxing Body:

This Agreement shall be binding upon the Taxing Body, their successors, and their assigns.

F. Communication Requirements:

All notices, requests, demands, waivers and other communications shall be in writing and shall be considered duly given three days following dispatch when deposited by mail, certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notices at the addresses listed in "Exhibit C".

Each party may designate a new place or places, or a new person or persons, for notice purposes, by providing thirty days written notice to all other parties.

G. Applicable Law:

This Agreement shall be interpreted and enforced according to the statutes, case law and Constitution of the State of Illinois. Venue for any legal proceedings among the parties shall be the Circuit Court of the Twenty-Third Judicial Circuit, Kendall County, Illinois. The parties hereto waive any claim or defense that such venue is not convenient or proper.

H. Indemnification:

(1) It is understood and agreed between the parties to this Agreement that the Applicant, in performing its obligations pursuant to this Agreement, is acting independently and apart from any other party to this Agreement. The Taxing Body assumes no responsibility or liability for actions resulting from this Agreement or for any and all claims, suits and causes of action of any nature whatsoever arising out of the Applicant's obligations hereunder.

The Applicant receiving the abatement agrees to indemnify, hold harmless and defend, with counsel of the Taxing Body's own choosing, the Taxing Body and their past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from this Agreement, including, but not limited to those resulting from: (1) The construction, improvement and development activities of Applicant, its agents, contractors, and subcontractors with respect to the development or improvement of its property; and

(2) Applicant's performance or alleged failure to perform its obligations pursuant to this Agreement. The obligation to indemnify created hereunder extends to indemnifying the Releasees from any claims for monetary relief seeking a refund of any monies abated under the terms of this Agreement. The obligation to indemnify also extends to any claims, causes of action, suits, demands, or proceedings, whether in law or in equity, to have any of the terms of this Agreement authorizing the abatement of taxes declared unconstitutional, invalid, or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the Releasees as a result of any actions taken under this Agreement.

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

I. Severability:

If any clause in this Agreement is deemed to be void or unenforceable, such clause shall be severed and the remaining provisions in this Agreement shall remain in full force and effect.

J. Waiver:

Any party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

K. Entire Agreement/Amendment:

This Agreement represents the entire agreement between the parties regarding its subject matter and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties regarding its subject matter and may not be modified except in writing acknowledged and signed by the Taxing Body and the Applicant.

L. Counterparts:

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

M. Captions and Paragraph Headings:

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Exel Inc. dba DHL Supply Chain (USA)

By:

Authorized Officer

Date

**AGREEMENT
FOR
Exel Inc. dba DHL Supply Chain (USA)
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "A"

Commonly known as:

Permanent Index No.: 06-12-200-002; 06-12-200-007

Legal Description:

PARCEL 1:
THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12,
TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN NA-
AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 2:
THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF
SECTION 12, TOWNSHIP 36 NORTH, RANGE 8, EAST, OF THE THIRD PRINCIPAL
MERIDIAN, IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS.

PARCEL 3:
THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP
36 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF
NA-AU-SAY, KENDALL COUNTY, ILLINOIS.

**AGREEMENT
FOR
Exel Inc. dba DHL Supply Chain (USA)
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT “B”

Site Plan Depicting the Building

{See Attached}

**AGREEMENT
FOR
Exel, Inc. dba DHL Supply Chain (USA)
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT “C”

Notices shall be sent to:

EXEL’S CONTACT INFORMATION

Exel Inc. d/b/a DHL Supply Chain
360 Westar Boulevard
Westerville, OH 43082
Attn: Real Estate Solutions and Legal

COUNTY’S CONTACT INFORMATION

Kendall County Economic Development
111 W Fox St
Yorkville, IL60560
Attn: County Administrator

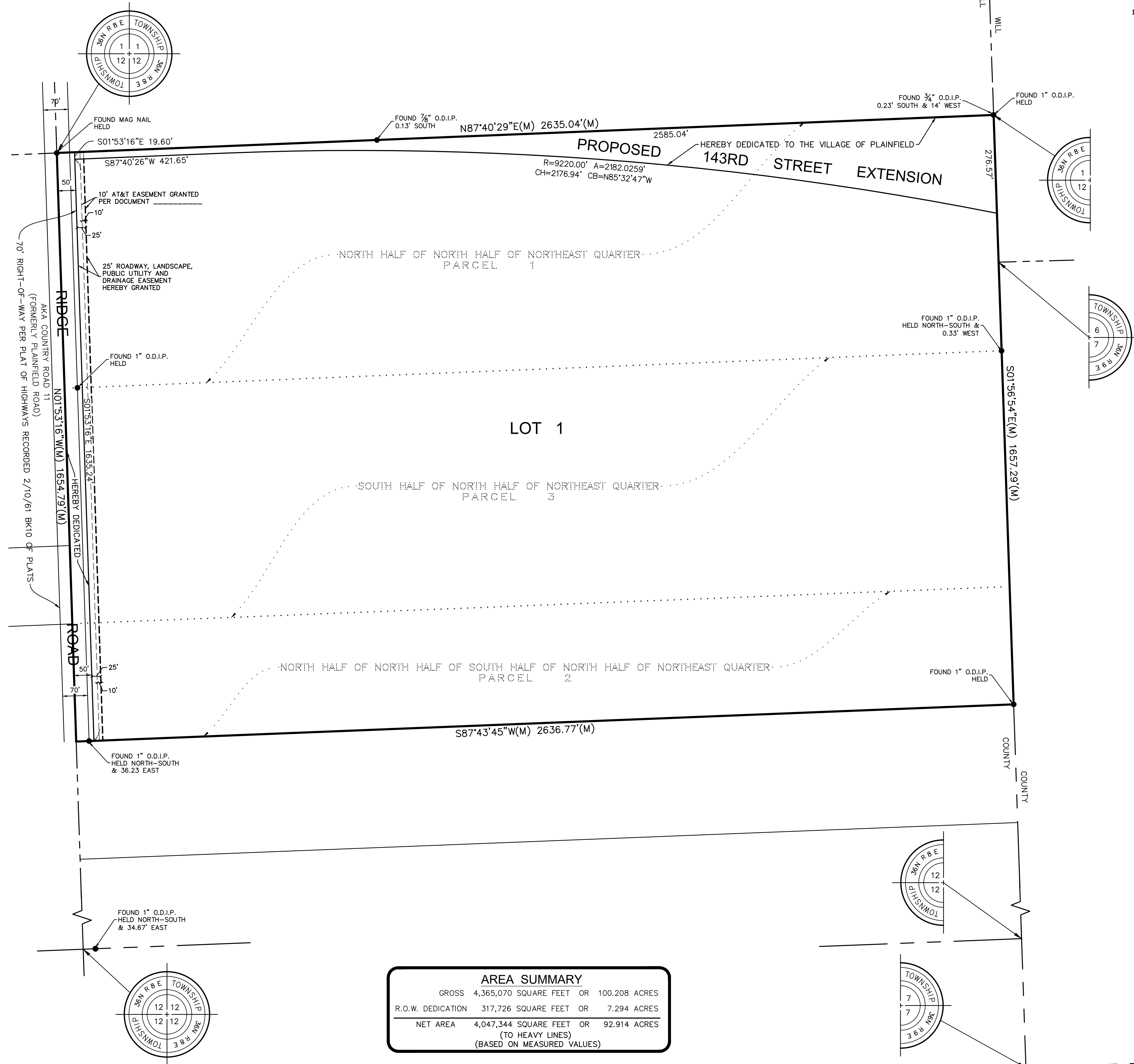
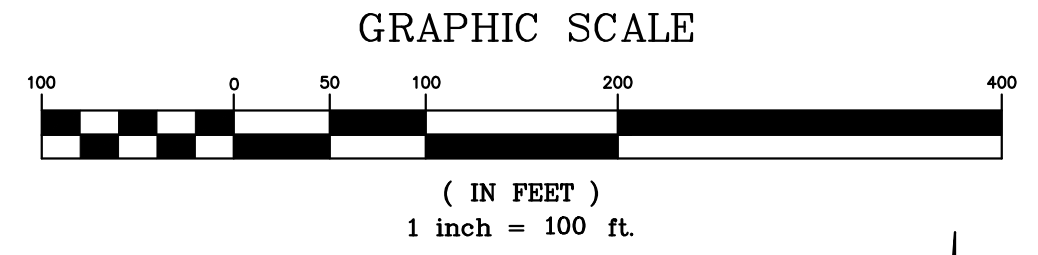
Kendall County State’s Attorney’s Office
807 W John St
Yorkville, IL 60560
Attn: State’s Attorney Eric Weis

EN20850.Public-20850 4874-1990-9195v4

PRELIMINARY PLAT OF SUBDIVISION 143RD STREET AND RIDGE ROAD SUBDIVISION

P.I.N. 06-12-200-002
P.I.N. 06-12-200-007

PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN NA-AU-SAY
TOWNSHIP, KENDALL COUNTY, ILLINOIS.



KENDALL COUNTY RIGHT TO FARM NOTICE

KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTRY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR - A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE AND UNIQUE HOURS OF OPERATIONS THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
 - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
 - + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
 - (R) = RECORD BEARING OR DISTANCE
 - (M) = MEASURED BEARING OR DISTANCE
 - (C) = CALCULATED BEARING OR DISTANCE
 - (D) = DEED BEARING OR DISTANCE
 - B.S.L. = BUILDING SETBACK LINE
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
 - ADJACENT LAND PARCEL LINE
 - LOT LINE
 - EASEMENT LINE
 - CENTERLINE
 - BUILDING SETBACK LINE
 - SECTION LINE

AREA SUMMARY	
GROSS	4,365,070 SQUARE FEET OR 100.208 ACRES
R.O.W. DEDICATION	317,726 SQUARE FEET OR 7.294 ACRES
NET AREA	4,047,344 SQUARE FEET OR 92.914 ACRES (TO HEAVY LINES) (BASED ON MEASURED VALUES)

CLIENT	Kimley-Horn © 2020 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555 WWW.KIMLEY-HORN.COM
PROJECT	143RD STREET AND RIDGE ROAD PLAINFIELD, IL
DATE	4/1/22
PC	JC
DRAWN BY	MRA
CHECKED BY	SK
BOOK	N/A
PG	N/A
DATE	4/8/22
BY	MRA
NO.	1
REVISIONS	PER CLIENT COMMENTS

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
JACKSONVILLE, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-9200 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 100'
1 OF 2
PROJ. NO.: 22.0064-02

PRELIMINARY PLAT OF SUBDIVISION 143RD STREET AND RIDGE ROAD SUBDIVISION

PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN NA-AU-SAY
TOWNSHIP, KENDALL COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____ A/AN _____ LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202.

DATED AT _____, THIS ____ DAY OF _____, A.D., 20 ____

OWNER NAME: _____

ADDRESS: _____

BY: _____ ATTEST: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT

(PRINT NAME) (TITLE)

AND _____,
(PRINT NAME) (TITLE)

OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ AND _____ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 20 ____

NOTARY PUBLIC SIGNATURE _____

(PRINT NAME) _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

_____, AS MORTGAGEE UNDER PROVISIONS OF A CERTAIN MORTGAGE DATED _____ AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS, AS DOCUMENT NUMBER _____, HEREBY CONSENTS TO RECORDING OF THE SUBDIVISION HEREIN SHOWN.

DATED AT _____,

THIS ____ DAY OF _____, A.D., 20 ____.

BY: _____ BY: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ (TITLE)

AND _____ (TITLE)

OF _____ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AN DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ____ DAY OF _____, A.D., 20 ____.

BY: _____
NOTARY PUBLIC

PLAN COMMISSION

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, CHAIRMAN OF THE VILLAGE OF PLAINFIELD PLAN COMMISSION DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF PLAINFIELD.

CHAIRMAN

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF WILL) SS

I, _____, TREASURER OF THE VILLAGE OF PLAINFIELD DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED IN PLAINFIELD, WILL COUNTY, ILLINOIS, THIS ____ DAY OF _____, A.D., 20____

TREASURER

BOARD OF TRUSTEES

STATE OF ILLINOIS)
COUNTY OF WILL) SS

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES OF PLAINFIELD, WILL COUNTY, ILLINOIS.

THIS ____ DAY OF _____, A.D., 20____

ATTEST: _____ BY: _____
VILLAGE CLERK VILLAGE PRESIDENT

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

I, _____, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

DATED THIS ____ DAY OF _____, A.D., 20____

COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

THIS INSTRUMENT _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS ON THE ____ DAY OF _____, A.D., 20____ AT ____ O'CLOCK ____M., AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

RECORDER OF DEEDS

SURVEYOR'S AUTHORIZATION TO RECORD

I HEREBY DESIGNATE _____ AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS ____ DAY OF _____, 20____, AT AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

BY: _____
SCOTT KREBS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES: 11/30/2022

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, SCOTT C. KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

PARCEL 1:

THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 8, EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS.

THIS SUBDIVISION IS WITHIN THE VILLAGE OF PLAINFIELD WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN OTHER AREAS: ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170341 0135 H, MAP NUMBER 17093C0135H HAVING A REVISED DATE OF JANUARY 8, 2014..

GIVEN UNDER MY HAND AND SEAL AT AURORA , ILLINOIS

THIS ____ DAY OF _____, 20____

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

BY: _____
SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/30/2022

DATE	PC	JC	BOOK	N/A	PG	N/A
4/7/22						
NO.	REVISIONS	PER CLIENT COMMENTS	DATE	BY	DATE	BY
1			4/8/22	MRA		

CLIENT

Kimley»Horn

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4201 WINFIELD ROAD, SUITE 600,
AURORA, IL 60502
PHONE: (630) 433-4672/2550
WWW.KIMLEY-HORN.COM

PROJECT

143RD STREET AND RIDGE ROAD
PLAINFIELD, IL

COMPASS SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-0391 EMAIL: ADMIN@CLSURVEYING.COM

CONCEPTUAL SITE PLAN FOR:

SOUTH RIDGE ROAD

PLAINFIELD, ILLINOIS

SITE AREA (FROM SURVEY) ±100.2 ACRES

DETENTION (±11.71 AC.) ±510,255 SF

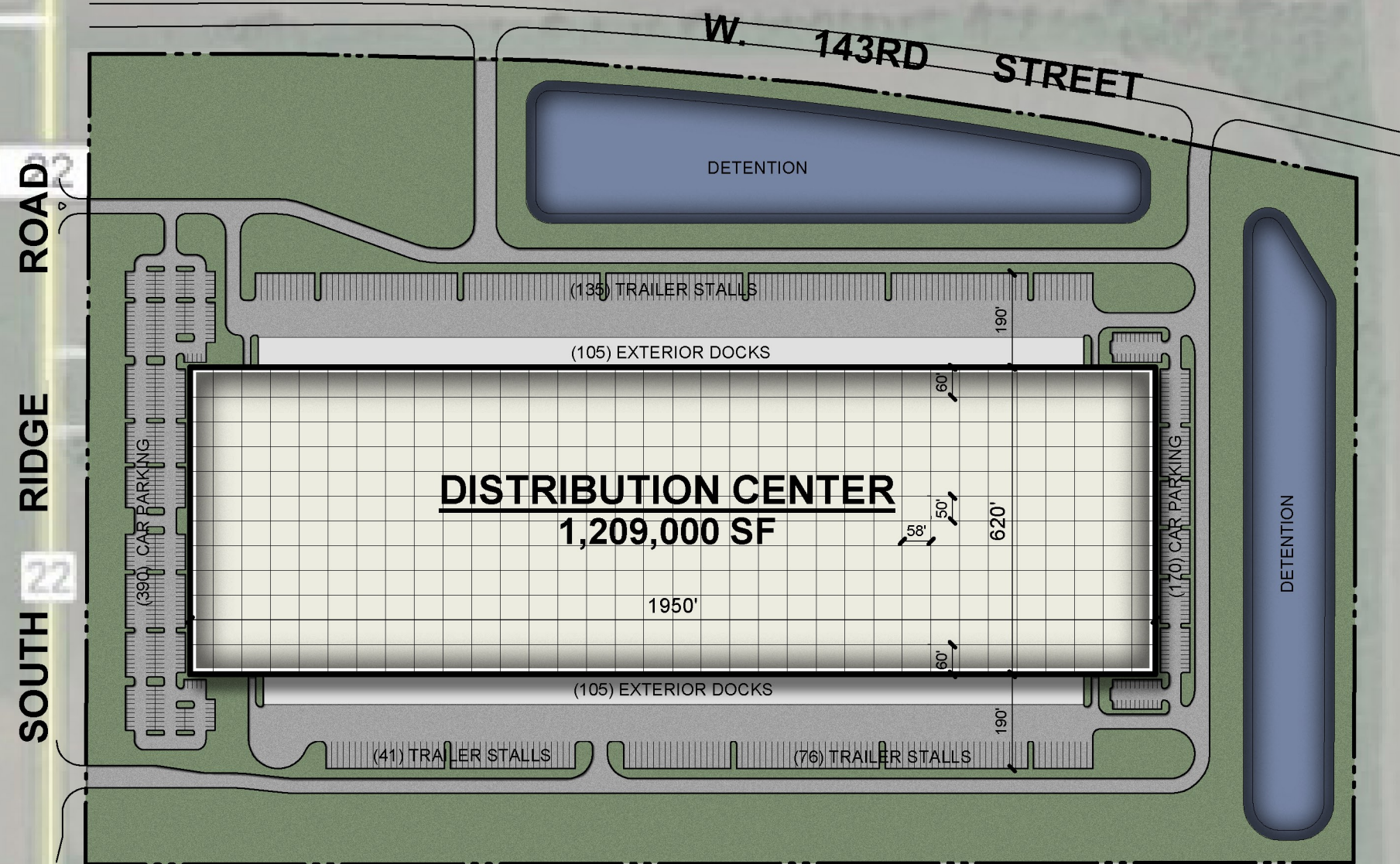
BUILDING AREA 1,209,000 SF

CAR PARKING 560 STALLS

DRIVE IN OVERHEAD DOORS 4 DOORS

TOTAL EXTERIOR DOCKS @ 13' 210 DOCKS

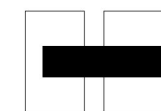
SHOWN TRAILER PARKING @ 12' 252 STALLS



SCHEME A

SITE PLAN

***** 12-20-2022



RESOLUTION NO. 2023-_____

RESOLUTION HONORING WOMEN’S HISTORY MONTH IN KENDALL COUNTY

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways;

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home;

WHEREAS, American women have been important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation;

WHEREAS, American women have served and continue to serve our Nation courageously in the military;

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, which create a more fair and just society for all; and

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board on this 21st day of March, 2023, recognizes March as Women’s History Month and the integral part of our nation’s traditions in which we promote positive examples of poignant historical events and exemplary leaders; and

BE IT FURTHER RESOLVED, that the Kendall County Board acknowledges and commends organizations nationwide for the events held and tributes displayed in remembering the deeply meaningful contributions of American women in our nation’s and community’s history.

Approved and adopted by the County Board of Kendall County, Illinois this 21st day of March, 2023.

Kendall County Board Chairman:

Attest:

Matt Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder