

**KENDALL COUNTY BOARD AGENDA  
REGULAR JUNE MEETING**

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

**Tuesday, June 27, 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
  - A. Juvenile Justice Council Scholarship Winners
  - B. Approval of Proclamation Designating July 16<sup>th</sup>-22<sup>nd</sup>, 2023 as Pretrial, Probation and Parole Supervision Week
  - C. Kendall County Employee Service Award Celebration
8. Public Comment
9. Consent Agenda
  - A. Approval of County Board Minutes from May 2, 2023, and May 16, 2023
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$1,602,486.36 and \$3,483,351.33
  - D. Approval of template IGA for GIS Shared Services
  - E. Approval of grant agreement no 322416 between Illinois Criminal Justice Information Authority and Kendall County
  - F. Approval of a Fee Agreement between The Horton Group, Inc. and Kendall County, Illinois effective July 1, 2023, through June 30, 2024, in an amount not to exceed \$3,693/month with the option to extend for two additional years at 3% increase per year
  - G. Approve Criminal History Record Information (CHRI) Proper Access, Use and Dissemination Procedures (New Section 9.5 in Kendall County Employee Handbook)
  - H. Approve Generative Artificial Intelligence (AI) Chatbot Usage Policy (New Section 9.6 in Kendall County Employee Handbook)
  - I. Approve Kendall County Mileage Reimbursement Form
  - J. Approve Separation of Employment/Final Paycheck Form
  - K. Approve Personnel Records Review Request Form
  - L. Approve GIS Intern Job Description
  - M. Approve GIS/Cadastral Technician (Part time) Job Description
  - N. Approve Identification Badge Policy (New Section 5.11 in the Kendall County Employee Handbook)
  - O. Approve Safe Driving Policy Amendment to Section 5.7 of the Kendall County Employee Handbook
  - P. Approve the Recreditation Contract with American Correctional Association for \$10,000
  - Q. Approval of Replacement of HVAC Equipment at the Historic Courthouse by Helm Service via the Equalis Group public sector purchasing cooperative. Master Agreement #R10-1132B not to exceed \$271,500
  - R. Approval of Renewal Contract for NearMap
  - S. Approval of Petition 23-22, a Request from the Kendall County Planning, Building and Zoning Director for Text Amendments to Section 8:07.1.B of the Kendall County Zoning Ordinance Correcting the Scrivener's Error in Ordinance 2023-24 Pertaining to Bed and Breakfast Establishments in the R-3 Zoning District
  - T. Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village Plattville to the County of Kendall
  - U. Approval of amended agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211
  - V. Approval of an Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the Oswegoland Park District for installation of a crosswalk along the Fox River Trail (2023)
  - W. Approval of an Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the Village of Montgomery for installation of a path south of U.S. Route 30 (2023)
  - X. Approval of 2024 Kendall County Holiday Calendar
  - Y. Approval of FY23 Budget – Human Resources Department
  - Z. Approval of setting the salary for the Kendall County State's Attorney in the amount of \$197,436.44 effective 7/1/2023
  - AA. Approval of setting the salary for the Kendall County Public Defender in the amount of \$177,692.80 effective 7/1/2023
  - BB. Approval of setting the salary for the Kendall County Sheriff in the amount of \$157,949.15 effective 7/1/2023
  - CC. Approval of Builders Risk Insurance, Project Term June 15, 2023 to June 15, 2024 for premium cost \$8,089.00
10. Old Business
11. New Business
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
- J. VAC

13. Standing Committee Reports

- A. Facilities
  - 1. County Office Building Campus Project Update
  - 2. Discuss and approve bid recommendations for Phase 1 of the Fox Street Campus Expansion awarding the lowest responsive and responsible bidders as follows: • Bid Package #2 – General Trades = Lite Construction for a total bid of \$2,115,970.00 • Bid Package #3 – Excavation = Plainfield Excavating for a total bid of \$425,000.00 • Bid Package #4 – Building Concrete = Premium Concrete for a total bid of \$783,400.00 • Bid Package #5 – Asphalt & Site Concrete = Abbey Paving for a total bid of \$398,500.00 • Bid Package #6 – Masonry = Jimmy's Masonry for a total bid of \$573,000.00 • Bid Package #7 – Roofing = Filotto Roofing for a total bid of \$123,000.00 • Bid Package #8 – Painting = Nedrow Painting for a total bid of \$48,700.00 • Bid Package #9 – Flooring = TSI Commercial Flooring for a total bid of \$255,385.00 • Bid Package #10 – Fire Protection = CL Doucette for a total bid of \$100,950.00 • Bid Package #11 – Plumbing = Omega Plumbing for a total bid of \$142,500.00 • Bid Package #12 – Mechanical = Premier Mechanical for a total bid of \$400,000.00 • Bid Package #13 – Electrical = CSN Electric for a total bid of \$942,008.00 • Bid Package #14 – Landscaping = Twin Oaks Landscaping for a total bid of \$84,700.00 • Bid Package #15 – Elevator = Otis Elevator for a total bid of \$92,693.00
- B. Economic Development & Administration
  - 1. Approval of Kendall County Animal Control Standard Operating Procedures
- C. Planning Building & Zoning
  - 1. Approval of Petition 23-17, a Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance Pertaining to Chickens on Residentially Zoned Property

14. Special Committee Reports

- A. Connect Kendall County Commission

15. Liaison Reports

16. Other Business

17. Chairman's Report

- A. Approval of a Resolution Supporting Calypso Clean Energy Manufacturing

**Appointments**

Jordan Gash – Board of Health (replacing Nanci Reiland) – Expires September 2025

Richard Whitfield (replacing Matt Kellogg) – Farmland Review Committee

Dr. Karin Gustafson-Williams – Board of Health – 3 year term – Expires June 2026

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.,

*Today in America, there are over 5 million adults and juvenile offenders on some form of community supervision. Pretrial, Probation and Parole Officers monitor these individuals and utilize their specialized training and talents to guide them toward behavioral change in an effort to make our communities a safer place to live.*

**PROCLAMATION**

**WHEREAS**, community corrections is an essential part of the justice system; and

**WHEREAS**, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

**WHEREAS**, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

**WHEREAS**, community corrections professionals are trained professionals who provide services and referrals for offenders; and

**WHEREAS**, community corrections professionals work in partnership with community agencies and groups; and

**WHEREAS**, community corrections professionals promote prevention, intervention and advocacy; and

**WHEREAS**, community corrections professionals provide services, support, and protection for victims; and

**WHEREAS**, community corrections professionals advocate community and restorative justice; and

**WHEREAS**, community corrections professionals are a true Force for Positive Change in their communities, and;

Now, Therefore, Be it Resolved by Matt Kellogg, Chairman of the Kendall County Board, that July 16-22, 2023 is hereby proclaimed as

Pretrial, Probation, and Parole Supervision Week

and encourage all citizens to honor these community corrections professionals and to recognize their achievements.

Approved:

Attest:

\_\_\_\_\_  
Matt Kellogg, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
May 2, 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, May 2, 2023, at 6:03 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol (6:05pm), Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: None

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

**PLEDGE OF ALLEGIANCE**

Member Gengler led the Pledge of Allegiance.

**INVOCATION**

Member Rodriguez gave the invocation.

**THE AGENDA**

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

**SPECIAL RECOGNITION**

**Jennifer Stein**

Member DeBolt moved to approve the resolution honoring Jennifer Stein. Member Peterson seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 23-28 is available in the Office of the County Clerk.

**Akshay Manikandan**

Murphy Junior High School – 2023 Grundy Kendall Regional Office of Education Spelling Bee Champion was honored for his achievement.

**Sam Humpage**

Yorkville Middle School – 2023 Grundy Kendall Regional Office of Education Spelling Bee Runner Up was honored for his achievement.

**Historic Preservation Month**

Member Flowers moved to approve the proclamation declaring May Historic Preservation Month in Kendall County. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 23-17 is available in the Office of the County Clerk.

**Asian Pacific American Heritage Month**

Member Shanley moved to approve the resolution honoring Asian Pacific American Heritage Month. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 23-29 is available in the Office of the County Clerk.

**PUBLIC COMMENT**

Todd Milliron spoke about the County Board terms of office.

Margaret Sheehan spoke about Elections.

**CONSENT AGENDA**

Member Shanley moved to approve the consent agenda, moving item J to Finance #2

A. Approval of County Board Minutes from April 5, 2023

B. Standing Committee Minutes Approval

C. Approval of Claims in an amount not to exceed \$1,537,774.21

D. Approval of the Low bid from Truck Centers, Inc. in the amount of \$126,047 for the purchase of a tandem axle cab & chassis

E. Approval of Budget Revision to increase Human Resources Generalist Position from one to two with a salary range of \$55,000 to \$65,000.

F. Approval of the 2022 Certified Local Government Annual Report

G. Approval of a resolution updating the Connect Kendall County Commission (CKCC)

H. Recommendation to promote Brad Hanna from Maintenance I Technician to Maintenance II Technician Retroactive to April 1, 2023

I. Approval of a proposal from the Helm Group not-to-exceed \$45,100 via a public sector purchasing cooperative for the replacement of Air Conditioning equipment for Kendall County's Main Server Room located in the Health & Human Services building.

J. Approval of the funds to cover half of the purchase of a Livescan fingerprint machine for the Kendall County Courthouse totaling \$16,961. The total cost of the Livescan machine is \$33,922.

Member Koukol seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

**C) COMBINED CLAIMS:** ADMIN \$370.43; ANML CNTRL WRDN \$6,291.30; ASSMT \$526.68; CIR CT CLK \$3,546.00; CIR CRT JDG \$18,085.97; CMB CRT SRV \$21,464.00; CORONR \$1,021.00; CORR \$34,758.39; CNTY BRD \$638,888.21; CNTY CLK \$1,438.48; HIGHWY \$428,367.86; CNTY TRSR \$5,518.53; ELECTION \$556.99; FCLT MGMT \$17,612.97; GIS COORD \$42.13; HLTH & HMN SRV \$223,276.02; JURY \$2,081.60; PBZ PLNNR \$967.29; PBZ \$1,268.92; PRSD JDGE \$400.00; PROB SPVSR \$3,169.67; PUB DFNDR \$1,356.63; SHRF \$9,004.58; ST ATTY \$3,905.08; TECH \$17,236.34; UTIL \$27,439.04; VET \$2,000.00; FP \$15,377.77; SHF \$23,202.58; SHF \$27,599.75; ST ATTY \$1,000.00.

G.) A complete copy of Resolution 23-30 is available in the Office of the County Clerk.

I.) A complete copy of IGAM 23-18 is available in the Office of the County Clerk.

## NEW BUSINESS

### Liquor Control Ordinance

Member Koukol moved to approve the Kendall County Liquor Control Commission Ordinance Increasing the Number of Class H Licenses. Member Flowers 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 Ordinances 23-11 and 23-12 is available in the Office of the County Clerk.

## STANDING COMMITTEE REPORTS

### HR & Insurance

### Senior Citizen Social Services Levy

Member Rodriguez moved to approve a Resolution Establishing Distribution of Grants from the 2022 Payable 2023 Senior Citizen Social Services Levy. Member Wormley 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 Resolution 23-31 is available in the Office of the County Clerk.

### Livescan

Member Flowers moved to approve the funds to cover half of the purchase of a Livescan fingerprint machine for the Kendall County Courthouse totaling \$16,961. The total cost of the Livescan machine is \$33,922. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## CHAIRMAN'S REPORT

Member DeBolt moved to approve the appointment(s). Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### Appointment

Jennifer Jones Sinnott (primary) – KenCom Executive Board (Village of Oswego)  
Karin McCarthy-Lange (alternate) - KenCom Executive Board (Village of Oswego)  
Scott Koeppl – Connect Kendall County Commission – 2 year term – Expires December 2024  
Sarah Zameda – Oswego Fire Trustee – 3 year term – Expires May 2026  
Rodger Long – Oswego Fire Trustee – 3 year term- Expires May 2026

Mike Perkins – Little Rock-Fox Fire District – 3 year term – Expires May 2026  
Ken Holmstrom – Oswego Fire District – 3 year term – Expires May 2026  
Brent Ekwinski – Yorkville-Bristol Sanitary District – 3 year term- Expires May 2026  
OMA Designee – Latreese Caldwell  
Brooke Shanley (2nd Alternate) – CMAP MPO Policy CMT – 2 year term – November 2024

#### EXECUTIVE SESSION

Member DeBolt made a motion to go into Executive Session for (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting, Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### ADJOURNMENT

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

Approved and submitted this 8th day of May 2023.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
May 16, 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, May 16, 2023, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Elizabeth Flowers.

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

**PLEDGE OF ALLEGIANCE**

Jorge Arciniega from the Kendall VAC led the Pledge of Allegiance.

**INVOCATION**

Ken Periman from the VFW Post gave the invocation.

**THE AGENDA**

Member Gengler moved to approve the agenda with the amendment of removing Item 9P. Member Shanley seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**SPECIAL RECOGNITION**

**Citizen of the Year – Rob DeLong**

Member Koukol moved to approve the resolution honoring Rob DeLong. Member Gengler seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 23-32 is available in the Office of the County Clerk.

**Lowell W. Mathre**

Lowell W. Mathre was presented with the 2023 Kendall County Historic Preservation Commission Award for a Lifetime of Dedication to the Field of Historic Preservation.

**Stephenie Todd**

The family of Stephenie Todd was presented with the 2023 Kendall County Historic Preservation Commission Award for a Lifetime of Dedication to the Field of Historic Preservation.

**Military Appreciation Month**

Member Shanley moved to approve the resolution honoring Military Appreciation Month. Member DeBolt seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 23-33 is available in the Office of the County Clerk.

Member Gengler was excused from the meeting at 9:57am.

**PUBLIC COMMENT**

Margaret Sheehan spoke about elections.

Rick Brummel spoke about election equipment.

**CONSENT AGENDA**

Member Bachmann moved to approve the consent agenda of

A Approval of County Board Minutes from April 18, 2023

B. Standing Committee Minutes Approval

C. Approval of Claims in an amount not to exceed \$2,903,859.60

D. Approval of Petition 23-01 A Request from the Kendall County Planning, Building and Zoning Committee for the Involuntary Revocation of a Special Use Permit for a Specialty Gift Store Granted by Ordinance 2009-25 at 7275 Route 34, Oswego (PIN: 02-14-452-005) in Bristol Township; Property is Zoned R-3 with A Special Use Permit

E. Approval of Petition 23-05 A Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to Appendix 7 of the Kendall County Subdivision Control Ordinance by Removing Phone Numbers and Related Text Adjustments

F. Approval of Petition 23-06 A Request from the Kendall County Planning Building and Zoning Committee for Text Amendments to Appendix 7 of the Kendall County Subdivision Control Ordinance by Removing References to Specific Engineering Companies, Engineers, and Related Text Adjustments

G. Approval of Petition 23-07 A Request from the Kendall County Planning Building and Zoning Committee for Text Amendments to Appendix 9 A and Appendix 9 B of the Kendall County Subdivision Control Ordinance by Removing Dead Website Links and Related Text Adjustments

H. Approval of Petition 23-08 A Request from the Kendall County Planning Building and Zoning Committee for Text Amendments to Section 3:02 of the Kendall County Zoning Ordinance by Amending the Definitions of Brew Pub and Microbrewery

I. Approval of Petition 23-09 A Request from the Kendall County Planning Building and Zoning Committee for Text Amendments to Section 3:02 of the Kendall County Zoning Ordinance by Amending the Definitions of Tent

J. Approval of Petition 23-10 A Request from the Kendall County Planning Building and Zoning Committee for Text Amendments to Section 11:05 of the Kendall County Zoning Ordinance by Amending the Permitting Requirements of Occupied Recreational Trailers and Mobile Homes (Specifically Deleting the Reference to the Illinois Mobile Home Safety Act)

K. Approval of Petition 23-11 A Request from the Kendall County Planning Building and Zoning Committee for the Repealing of Ordinance 1998-10 and Text Amendments to Section 13:01 of the Kendall County Zoning Ordinance by Establishing Procedures to Close Inactive Zoning Related Petitions

L. Approval of Petition 23-13 A Request from the Kendall County Planning Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance by Amending Kendall County's Kennel Regulations

M. Approval of Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4); Filing Fee of \$1,000 to be Paid from Planning, Building and Zoning Department's NPDES Permit Fee Line Item (11001902- 63670)

N. Revised Organizational Chart and Headcount for County Departments

O. Amendment No. 1 to Services Agreement between Meisrow Insurance Services, Inc. and Kendall County, Illinois effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$49,000

P. Fee Agreement between The Horton Group, Inc. and Kendall County, Illinois effective July 1, 2023 through June 30, 2024 in an amount not to exceed \$3,693/month with the option to extend for two additional years at 3% increase per year

Q. Exit Interview Form

R. Resolution Regarding Authorized Driver Procedures

S. Agreement between Kendall County and Mathewson Land Services in the amount of \$34,500 for right-of-way consulting services on the Galena Road – Cannonball Trail Intersection Improvement.

T. Approval of Kendall County Title VI Statement of Policy and Program Update

U. Approval of Authorization for Human Resources Department to purchase one license for LinkedIn Recruiter Lite subscription in an amount not to exceed \$1,678.88.

V. Approval of Water Supply Ordinance

W. Approve Resolution granting the Kendall County Circuit Clerk the authority to enter into agreements with JANO Technologies on behalf of Kendall County, Illinois.

Member DeBolt seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

**C) COMBINED CLAIMS:** ADMIN \$80.00; ANML CNTRL WRDN \$2,824.91; CIR CT CLK \$1,218.88; CIR CRT JDG \$5,083.40; CMB CRT SRV \$28,794.14; CNTRCT SRVS ADT/PRTY \$16,511.81; CORONR \$1,615.17; CORR \$33,580.79; CNTY ADMIN \$153,832.84; CNTY BRD \$1,501,595.72; CNTY CLK \$816.93; HIGHWY \$401,587.75; CNTY TRSR \$3,120.17; ELECTION \$13,995.41; EMA DIR \$37.98; EMA \$1,425.40; FCLT MGMT \$54,335.92; GIS COORD \$9,235.92; HLTH & HMN SRV \$205,186.49; JURY \$305.96; MRT COMM \$1,523.00; PBZ PLNNR \$2,435.00; PBZ \$8,049.27; PRSD JDGE \$5,287.00; PROB SPVSR \$9,735.31; ROE \$7,434.17; SHRF \$62,497.68; ST ATTY \$3,230.81; TECH \$10,265.15; TRSR \$21.59; UTIL \$34,679.04; VET \$1,555.42; FP \$22,741.13; SHF \$19,476.63; SHF \$59,742.81; SHF \$220,000.00

**D)** A complete copy of Ordinance 23-13 is available in the Office of the County Clerk.

**E)** A complete copy of Ordinance 23-14 is available in the Office of the County Clerk.

**F)** A complete copy of Ordinance 23-15 is available in the Office of the County Clerk.

**G)** A complete copy of Ordinance 23-16 is available in the Office of the County Clerk.



- H) A complete copy of Ordinance 23-17 is available in the Office of the County Clerk.
- I) A complete copy of Ordinance 23-18 is available in the Office of the County Clerk.
- J) A complete copy of Ordinance 23-19 is available in the Office of the County Clerk.
- K) A complete copy of Ordinance 23-20 is available in the Office of the County Clerk.
- L) A complete copy of Ordinance 23-21 is available in the Office of the County Clerk.
- O) A complete copy of IGAM 23-19 is available in the Office of the County Clerk.
- R) A complete copy of Resolution 23-34 is available in the Office of the County Clerk.
- S) A complete copy of IGAM 23-20 is available in the Office of the County Clerk.
- V) A complete copy of Ordinance 23-22 is available in the Office of the County Clerk.
- W) A complete copy of Resolution 23-35 is available in the Office of the County Clerk.

**NEW BUSINESS**

**Mack & Associates**

Fiscal Year 2021 – 22 Audited Financial Statements

Member Koukol moved to approve the Fiscal Year 2021-22 Audited Financial Statement. Member Rodriguez seconded the motion. Chairman DeBolt asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**Recording Fee Schedule**

Member Wormley moved to approve the ordinance to amend the County Recording Fee Schedule for the state increase to the Rental Housing Support Program Surcharge. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. Members voting aye included Bachmann, DeBolt, Kellogg, Rodriguez, Shanley and Wormley. Members voting nay include Koukol. Member Peterson voting present. **Motion carried 6-1-1.**

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

**ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS**

**Sheriff**

Under Sheriff Richardson reviewed the report in the packet and spoke about the COP on the roof event, new vehicles and position openings.

**County Clerk & Recorder**

Revenue Report		4/1/23-4/30/23	4/1/22-4/30/22	4/1/21-4/30/21
Line Item	Fund	Revenue		
CLKFEE	County Clerk Fees	\$467.50	\$821.50	\$1,337.00
MARFEE	County Clerk Fees - Marriage License	\$1,020.00	\$1,140.00	\$1,560.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$35.00	\$45.00	\$50.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,500.00	\$1,200.00	\$1,884.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$310.00	\$380.00
MISINC	County Clerk Fees - Misc	\$51.02	\$52.02	\$225.58
	County Clerk Fees - Misc Total	\$3,103.52	\$3,568.52	\$5,436.58
RECFEE	County Clerk Fees - Recording	\$17,271.00	\$29,115.00	\$45,345.00

	Total County Clerk Fees	\$20,374.52	\$32,683.52	\$50,781.58
CTYREV	County Revenue	\$37,036.50	\$57,681.25	\$55,540.00
DCSTOR	Doc Storage	\$9,929.50	\$17,087.50	\$26,708.00
GISMAP	GIS Mapping	\$31,506.00	\$54,186.00	\$84,570.00
GISRCD	GIS Recording	\$2,100.00	\$3,612.00	\$5,638.00
INTRST	Interest	\$108.60	\$29.76	\$37.17
RECMIS	Recorder's Misc	\$855.50	\$633.00	\$7,314.25
RHSP	RHSP/Housing Surcharge	\$8,415.00	\$14,787.00	\$24,066.00
TAXCRT	Tax Certificate Fee	\$1,200.00	\$1,520.00	\$1,760.00
TAXFEE	Tax Sale Fees	\$0.00	\$148.00	\$100.00
PSTFEE	Postage Fees	\$0.00	\$0.00	\$70.20
CK #				
19666	To KC Treasurer	\$111,525.62	\$182,368.03	\$256,585.20

**Treasurer**

Office of Jill Ferko							
Kendall County Treasurer & Collector							
111 W. Fox Street Yorkville, IL 60560							
<b>Kendall County General Fund</b>							
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES							
FOR FOUR MONTHS ENDED 03/31/2023							
			Annual	2023 YTD	2023 YTD%	2022 YTD	2022 YTD
<b>REVENUES*</b>			<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Actual</u>	<u>%</u>
Personal Property Repl. Tax			\$915,000	\$291,442	31.85%	\$309,978	66.66%
State Income Tax			\$3,158,685	\$979,467	31.01%	\$970,883	37.71%
Local Use Tax			\$760,000	\$214,019	28.16%	\$208,012	21.90%
State Sales Tax			\$650,000	\$186,300	28.66%	\$156,069	26.77%
County Clerk Fees			\$350,000	\$83,681	23.91%	\$111,599	31.89%
Circuit Clerk Fees			\$1,050,000	\$322,754	30.74%	\$278,496	22.28%
Fines & Foreits/St Atty.			\$250,000	\$90,880	36.35%	\$64,844	23.58%
Building and Zoning			\$80,000	\$14,651	18.31%	\$37,509	50.01%
Interest Income			\$75,000	\$293,460	391.28%	\$10,990	27.48%

Health Insurance - Empl. Ded.	\$1,488,365	\$436,767	29.35%	\$408,842	25.74%
1/4 Cent Sales Tax	\$3,228,750	\$834,584	25.85%	\$791,871	24.53%
County Real Estate Transf Tax	\$450,000	\$111,760	24.84%	\$158,431	35.21%
Federal Inmate Revenue	\$584,000	\$122,960	21.05%	\$477,200	25.14%
Sheriff Fees	\$113,663	\$35,460	31.20%	\$31,887	27.73%
<b>TOTALS</b>	<b>\$13,153,463</b>	<b>\$4,018,185</b>	<b>30.55%</b>	<b>\$4,016,610</b>	<b>29.02%</b>
<b>Public Safety Sales Tax</b>	<b>\$7,500,000</b>	<b>\$1,599,460</b>	<b>21.33%</b>	<b>\$1,525,328</b>	<b>27.67%</b>
<b>Transportation Sales Tax</b>	<b>\$7,500,000</b>	<b>\$1,599,460</b>	<b>21.33%</b>	<b>\$1,525,328</b>	<b>25.42%</b>
<b>**All Accruals have been completed at this time. So these figures are where we currently stand for FY2023</b>					
*Includes major revenue line items excluding real estate taxes which are					
to be collected later.	To be on Budget after 4 months the revenue and expense should at 33.32%				

Treasurer, Jill Ferko stated that the tax collection is going well.

**Coroner**

Coroner Jacquie Purcell presented the monthly report.

**Health Department**

Kathy Catenacci spoke about mental health.

**Supervisor of Assessments**

Supervisor of Assessment, Andy Nicoletti spoke about Farmland review there is a \$46.87 increase per acre.

**EMA**

Roger Bonuchi stated that they brought the bus to the event at Starved Rock, and they performed a tornado drill.

Member Gengler returned to the meeting at 10:54am.

**STANDING COMMITTEE REPORTS**

**Human Resources/Insurance**

**Benefits Policy**

Member Peterson moved to approve the Amendment to Insurance Benefits Policy set forth in Section 7.7 of the Kendall County Employee Handbook. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

**County Administrator Job Description**

Member Peterson moved to approve the revised County Administrator job description. Member DeBolt seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

#### **Planning, Building & Zoning Department Director Job Description**

Member Bachmann moved to approve the Planning, Building & Zoning Department Director job description. Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

#### **Administrative Services Department Intern Job Description**

Member Kellogg moved to approve the Administrative Services Department Intern job description. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

#### **Human Resources Department Intern Job Description**

Member Peterson moved to approve the Human Resources Department Intern job description. Member DeBolt seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

#### **Economic Development Coordinator Job Description**

Member Peterson moved to approve the revised Economic Development Coordinator job description. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

#### **Planning, Building & Zoning Department Office Assistant (Part-time) Job Description**

Member DeBolt moved to approve the revised Planning, Building & Zoning Department Office Assistant (Part-time) job description. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

#### **Planning, Building and Zoning Department Code Official (Full-time) Job Description**

Member Wormley moved to approve the revised Planning, Building & Zoning Department Code Official (Full-time) job description. 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 and Zoning Department Code Official (Part-time) Job Description**

Member DeBolt moved to approve the revised Planning, Building & Zoning Department Code Official (Part-time) job description. Member Wormley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

#### **Planning, Building and Zoning**

##### **Petition 23-12**

Member Shanley moved to approve Petition 23-12 A Request from the Kendall County Planning Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance by Amending Kendall County's Zoning Regulations Pertaining to Commercial Solar Energy Facilities, Commercial Wind Energy Facilities, Test Solar Energy Facilities, Test Wind Towers, Small Wind Energy Systems, Private Solar Energy Systems, Commercial Wind Farms, Solar Gardens, and Solar Farms. Member Rodriguez 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 23-24 is available in the Office of the County Clerk.

##### **Petition 23-19**

Member Shanley moved to approve Petition 23-19 A Request from Brent A. Stary and Tracy A. Stary on Behalf of MCB52, Inc. (Property Owner) and Roman Correa on Behalf of R&S Landscaping and Nursery, Inc. (Tenant) for a Special Use Permit for a Landscaping Business, Including Outdoor Storage, Variance to Section 4:05.B and Section 11:02.F.7 of the Kendall County Zoning Ordinance Allowing Parking and Loading No Closer Than Twenty-Five Feet from the Right-of-Way Line of Route 126 and to Allow the Handicapped Accessible Parking Space No Closer than Sixty-Nine Feet of the Right-Of-Way Line of Route 126, Variance to Section 11:02.F.4 of the Kendall County Zoning Ordinance to Allow Parking Spaces at a

Depth of Eighteen Feet With a Two Foot Overhang, and a Variance to Section 4:09.A of the Kendall County Zoning Ordinance to Allow the Driveway Off of Grove Road to be less than Twenty Feet in Width Until Such Time as the Driveway is Replaced at 5022 Route 126, Yorkville (PINs: 06-18-200-011 and 06-18-200-013) in Na-Au-Say Township; Property is Zoned A-1 Agricultural. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Koukol who voted present. **Motion carried 8-0-1.**

A complete copy of Ordinance 23-25 is available in the Office of the County Clerk.

#### **SPECIAL COMMITTEE REPORTS**

#### **VAC**

Tim Stubinger from the Veterans Commission spoke about the veteran assistance they provide and the dollar amount of assistance they have awarded.

#### **OTHER BUSINESS**

Chairman Kellogg advised the board of meeting date changes – June 20 now on June 27, July 4 cancelled and August 1 to August 2.

#### **CHAIRMAN'S REPORT**

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

#### **Appointments**

Jason Bragg (Alternate) KenCom Executive Board (Oswego Fire District)

#### **QUESTIONS FROM THE PRESS**

Ethan Krueger from WSPY asked if Petition 23-19 is a new special use.

#### **ADJOURNMENT**

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

Approved and submitted this 18th day of May 2023.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk



**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Thursday, May 11, 2023, at 4:00 PM  
Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The meeting was called to order at 4:05p.m. by County Board Chair Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

<b>Board Member</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Absent		
Brian DeBolt	Here		
Elizabeth Flowers	Absent		
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Absent		
Brooke Shanley	Absent		
Seth Wormley	Here		

**With six (6) members present a quorum was established.**

**Staff Present:** Latreese Caldwell, Jennifer Breault, Steve Curatti, Aaron Rybski, Lauren Belville, Leslie Johnson

**Others Present:** Ethan Kruger (WSPY)

**Approval of Agenda –**

Member Gengler requested an amendment for today’s agenda. Item D moved up to Item A under New Committee Business.

Member DeBolt made a motion to approve the amendment , second by Member Peterson.

**With six members present voting aye, the motion carried by a vote of 6- 0.**

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

**ROLL CALL**

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

**With six members present voting aye, the motion carried by a vote of 6 - 0.**

**New Committee Business -**

- A. MOTION (Forward to CB)** Authorization for Human Resources Department to purchase one license for LinkedIn Recruiter Lite subscription in an amount not to exceed \$1,678.88.

HR Director Leslie Johnson spoke to the committee about the LinkedIn Recruiter Lite recruiting tool for the County Administrator position. This tool will help broaden the search for potential candidates. The cost to purchase one license is \$1678.88 for a yearly subscription or \$169.00 per month for a monthly subscription.

**Motion made by Member Peterson to forward to County Board, second by Member Gengler. With six members present voting aye, the motion carried by a vote or 6-0.**

- B. Motion (Forward to CB):** Water Supply Ordinance

Aaron Rybski, Kendall County Health Department’s Environmental Health Director, and Lauren Bellville, Well & Septic Program Coordinator also from the Kendall County Health Department updated the committee on the community water supply program changes throughout the last couple of years. This ordinance would be in compliant with new rules and regulations.

**Motion made by Member Gengler to forward to County Board, second by Member Wormley. With six members present voting aye, the motion carried by a vote or 6-0.**

- C. \*DISCUSSION:** Opioid Fund Applications

Staff have received applications for opioid grant funds from various departments. The committee discussed the requested amounts. Applicants were asked to fill out applications with information on how the funds will be used. The committee also discussed whether to use the opioid fund for salaries.

**D. \*MOTION (Forward to CB):** Approval of Kendall County Title VI Statement of Policy and Program

Ms. Caldwell spoke about changes and updates made on the title VI statement of policy and program. Committee members all agreed to updates.

**Motion made by Member Gengler to forward to County Board, second by Member Peterson. With six members present voting aye, the motion carried by a vote of 6-0.**

**Old Committee Business-** None

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

**Public Comment** – James and Carolyn Campbell spoke about their neighbors dog.

**Questions from the Media** – None

**Chairman’s Report** –

- There will possibly be a special County Board meeting on May 26 with Cordogan and Clark
- Closing of the old fire station is set for June 2<sup>nd</sup>.
- The ribbon cutting ceremony for the new Francis Klass bridge is scheduled for Wednesday May 31<sup>st</sup> at 1pm. Invites have been sent out to those who were part of the bridge project. The bridge will open to the public the following day June 1<sup>st</sup>, 2023.

**Review Board Action Items** –

**Member Wormley suggested to remove**

- Approval of Claims
- Water Supply Ordinance
- Approval of Kendall County Title VI (6) Statement of Policy and Program
- Authorization for Human Resources Department to purchase one license for LinkedIn Recruiter Lite subscription in an amount not to exceed \$1,678.88.

Member Gengler and member Wormley made some changes to the upcoming May 16<sup>th</sup> County Board meeting draft agenda.

**Executive Session** – None

**Adjournment** – Member DeBolt made a motion to adjourn the meeting, second by Member Gengler. **With six members present voting aye, the meeting adjourned at 4:41p.m.**

Respectfully Submitted,

Nancy Villa  
Executive Administrative Assistant



**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT/ ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Wednesday May 17, 2023, at 5:30 p.m.**

**Call to Order** The meeting was called to order by Committee Vice Chair Dan Koukol at 5:30pm

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Elizabeth Flowers	Absent		
Scott Gengler	Absent		
Dan Koukol	Here		
Brooke Shanley	Here		
Seth Wormley	Here		

**Staff Present:** Taylor Cosgrove, Brianna Falk, Latreese Caldwell

**Approval of Agenda** – Member Shanley made a motion to approve the agenda, second by Member Wormley. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

**Committee Reports and Updates**

A. **Animal Control Department Update** – April 2023 Animal Control monthly update reports attached in packet.

B. **Emergency Management Agency Update** – April 2023 EMA monthly update report attached in packet.

**New Committee Business**

- A. **MOTION (fwd to CB)VV:** Review, Discussion, and approval of Kendall County Animal Control Standard Operating Procedures

Animal Control director, Taylor Cosgrove, spoke about the changes and updates made to the standard operating procedures to follow current procedures. In addition to updates, animal control has added the rabies quarantine program to allow 10-day rabies quarantine if contactless kennel space and staffing allows.

Member Shanley made a motion to forward to County Board, second by Member Wormley. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

**Old Committee Business** – Ms. Caldwell gave a brief update on the revolving loan status.

**Chairman’s Report** – The committee discussed ways for better communication between committees. There are some topics that all board members should be aware of before County Board meetings. The committee agreed to bring the topic to the next Committee of the Whole meeting to discuss with all board members.

**Public Comment** – Amy Hunte spoke about her dog attack that occurred in February of 2023

**Questions for the Media-** None

**Executive Session** – None

**Items for the Committee of the Whole Meeting** – None

**Action Items for County Board-**

- Approval of the Kendall County Animal Control Standard Operating Procedures.

**Adjournment** – Member Wormley made a motion to adjourn, second by Member Shanley. **With 3 members present in agreement, the meeting was adjourned at 6:17p.m.**

Respectfully submitted,  
Nancy Villa,  
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS  
BUDGET & FINANCE COMMITTEE  
Meeting Minutes for Thursday, April 27, 2023**

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**Call to Order** – Committee Chair Scott Gengler called the Budget and Finance Committee to order 4:02 p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gengler (Chair)	Here		
Brian DeBolt		4:24 PM	
Matt Kellogg	Absent		
Seth Wormley	Here		
Jason Peterson	Here		

**Others Present** – Jennifer Breault, Leslie Johnson

**Approval of Agenda** – Member Wormley made a motion to approve the agenda, second by Member Peterson. **With three (3) members present voting aye, the motion carried by a vote of 3-0.**

**Approval of Claims** – Member Peterson made a motion to approve the claims, second by Member Wormley. **With three (3) members present voting aye, the motion carried by a vote of 3-0.**

**Committee Reports and Updates** – None

**New Committee Business -**

**A.\*MOTION VV:** Request for monthly report from payroll for all headcount changes, job title changes, and pay rate changes.

Director of Human Resources Leslie Johnson explained that a request was made at the last HR & Insurance committee meeting to generate this report to provide internal control of budget and finance for all departments that use the County’s payroll system. The Treasurer’s office will provide a report to this committee once a month, starting in May 2023.

Member Wormley made a motion to approve a request for monthly report from payroll for all headcount changes, job title changes, and pay rate changes, second by Member Peterson. **With members three (3) present voting aye, the motion carried by a vote of 3 -0.**

**ROLL CALL**

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

**With six members present voting aye, the motion carried by a vote of 6 - 0.**

**New Committee Business -**

- A. MOTION (Forward to CB)** Authorization for Human Resources Department to purchase one license for LinkedIn Recruiter Lite subscription in an amount not to exceed \$1,678.88.

HR Director Leslie Johnson spoke to the committee about the LinkedIn Recruiter Lite recruiting tool for the County Administrator position. This tool will help broaden the search for potential candidates. The cost to purchase one license is \$1678.88 for a yearly subscription or \$169.00 per month for a monthly subscription.

**Motion made by Member Peterson to forward to County Board, second by Member Gengler. With six members present voting aye, the motion carried by a vote or 6-0.**

- B. Motion (Forward to CB):** Water Supply Ordinance

Aaron Rybski, Kendall County Health Department’s Environmental Health Director, and Lauren Bellville, Well & Septic Program Coordinator also from the Kendall County Health Department updated the committee on the community water supply program changes throughout the last couple of years. This ordinance would be in compliant with new rules and regulations.

**Motion made by Member Gengler to forward to County Board, second by Member Wormley. With six members present voting aye, the motion carried by a vote or 6-0.**

- C. \*DISCUSSION:** Opioid Fund Applications

Staff have received applications for opioid grant funds from various departments. The committee discussed the requested amounts. Applicants were asked to fill out applications with information on how the funds will be used. The committee also discussed whether to use the opioid fund for salaries.

**D. \*MOTION (Forward to CB):** Approval of Kendall County Title VI Statement of Policy and Program

Ms. Caldwell spoke about changes and updates made on the title VI statement of policy and program. Committee members all agreed to updates.

**Motion made by Member Gengler to forward to County Board, second by Member Peterson. With six members present voting aye, the motion carried by a vote of 6-0.**

**Old Committee Business-** None

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

**Public Comment** – James and Carolyn Campbell spoke about their neighbors dog.

**Questions from the Media** – None

**Chairman's Report** –

- There will possibly be a special County Board meeting on May 26 with Cordogan and Clark
- Closing of the old fire station is set for June 2<sup>nd</sup>.
- The ribbon cutting ceremony for the new Francis Klass bridge is scheduled for Wednesday May 31<sup>st</sup> at 1pm. Invites have been sent out to those who were part of the bridge project. The bridge will open to the public the following day June 1<sup>st</sup>, 2023.

**Review Board Action Items** –

**Member Wormley suggested to remove**

- Approval of Claims
- Water Supply Ordinance
- Approval of Kendall County Title VI (6) Statement of Policy and Program
- Authorization for Human Resources Department to purchase one license for LinkedIn Recruiter Lite subscription in an amount not to exceed \$1,678.88.

Member Gengler and member Wormley made some changes to the upcoming May 16<sup>th</sup> County Board meeting draft agenda.

**Executive Session** – None

**Adjournment** – Member DeBolt made a motion to adjourn the meeting, second by Member Gengler. **With six members present voting aye, the meeting adjourned at 4:41p.m.**

Respectfully Submitted,

Nancy Villa  
Executive Administrative Assistant

**Executive Session** – None

**Items for the Committee of the Whole Meeting** – None

**Action Items for County Board-**

- Approval of the Kendall County Animal Control Standard Operating Procedures.

**Adjournment** – Member Wormley made a motion to adjourn, second by Member Shanley. **With 3 members present in agreement, the meeting was adjourned at 6:17p.m.**

Respectfully submitted,  
Nancy Villa,  
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**FINANCE and BUDGET COMMITTEE**  
**Meeting Minutes for Thursday, May 25, 2023**

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**Call to Order** – Committee Chair Scott Gengler called the Budget and Finance Committee to order 4:00p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gengler (Chair)	Present		
Brian DeBolt		4:11pm	
Matt Kellogg	Absent		
Seth Wormley	Present		
Jason Peterson	Present		

**Staff Present** – Latreese Caldwell, Jennifer Karales, Jill Ferko, Bob Jones

**Others Present** – Sarah Bernau and Tim Evans

**Approval of Agenda** – Member Wormley made a motion to approve the agenda, second by Member Peterson. **With three (3) members present voting aye, the motion carried by a vote of 3-0.**

**Approval of Claims** – Member Peterson made a motion to approve the claims, second by Member Wormley. **With three (3) members present voting aye, the motion carried by a vote of 3-0.**

**Committee Reports and Updates** –

Treasurer Jill Ferko presented to the board the new personnel report (included in packet) at the request of this committee. This report was compiled from April 1<sup>st</sup> through May 19<sup>th</sup> (cut off dates of last pay period). The report will include new hires, step increases from the Sheriff’s office, other title/salary changes, 2% increases for those with PAN sheets, and an accurate headcount. Retroactive pay and pay increases should be in the next pay period. The Treasurer’s office will provide this report monthly to the committee in this format.

**New Committee Business -**

**A.\*PRESENTATION Patrons Launching Arts in Yorkville (PLAY) for ARPA funding to build an Amphitheater on the Yorkville Riverfront**

**Discussion:**

Sarah Bernau, Manager of Operations for Patrons Launching Arts in Yorkville (PLAY) led the discussion about their request for ARPA funds for building an outside band shelter. Bart Olson, City

of Yorkville submitted a memo (included in packet) to answer questions previously asked by this committee. The PLAY Group has put together an estimated construction budget of \$407,030 for the purchase of a two-sided bandshell and the installation of said bandshell, of this estimated budget, they've secured in-kind donations for the construction/installation work from Harbour Consultants and Manhard Consultants in an estimated amount to be \$115,000. PLAY is currently on hold until the City of Yorkville moves forward with all their tasks to research the land, the railroad, the sound blockage, and community input. Mr. Olson stated that the City of Yorkville would take over the maintenance and become part of the normal annual maintenance that the City provides to playgrounds. It was a consensus of the committee to move this discussion for ARPA funding to the next Committee of the Whole meeting.

Member DeBolt made a motion to forward to COW the ARPA funding request by PLAY second by Member Wormley. **With four members (4) present voting aye, the motion carried by a vote of 4 -0.**

**B.\*MOTION (to COB)** Approval of amended agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211

**Discussion:**

Jennifer Karales explained the need to amend the agreement for disbursement of ARPA funds for Kendall County 211. The amended agreement was provided to the committee in their packets. The funds that were given to 211 which included the first-round check of \$47,500 which 211 only has spent \$5000. 211 is looking for a further extension of their timeline to spend the money from June to October. This motion only revises the dates at which they must spend the money but not the scope or amount of money they will receive. Currently, if 211 doesn't spend the money by June 30<sup>th</sup>, the funds will need to be given back to the County. Jennifer Karales assured the committee that there is an audit process for all ARPA funds.

Member DeBolt made a motion to forward to County Board the amended agreement for disbursement and use of Kendall County American Rescue Plan Act Funds with Kendall County 211, second by Member Peterson. **With four (4) members present voting aye, the motion carried by a vote of 4 -0.**

**C. \*MOTION (VV) Discussion and Approval of FY24 Budget**

**Discussion:**

Jennifer Karales led a discussion with the committee, discussion items included the timeline of how the FY24 budget is discussed, debated, and drawn-up. This year, the budget will be shown on a combination of tablets and workbooks. The tablets will include the back-up documentation while the workbooks will include summary sheets of the budgets. The FY24 Budget approval calendar was provided in the packet.



Member DeBolt made a motion to approve the FY24 Budget Calendar, second by Member Peterson. **With four (4) members present voting aye, the motion carried by a vote of 4-0.**

**D. Discussion:** *Discussion of FY24 Budget Parameters*

The committee discussed how they would like the budget parameters to be broken down for FY24. It was decided that the committee would like to see a 0% + 1% breakdown for operations and 1%, 2%, 3% breakdown for salaries.

**E. Discussion:** *Discussion of PBC Settlement Check*

The County received a \$27,000 settlement check related to PBC (Polychlorinated Biphenyl) with no parameters from the IEPA. The committee discussed moving the funds to PBZ or the Environmental Health department.

**F. Discussion:** ARPA FY23-FY24

**a. Kendall County Connect**

The committee discussed the application from CKCC for \$1,000,000 of ARPA funds which will be split across two years for \$500,000 each year. The committee agreed that broadband is very important to those in different areas who currently do not have access to broadband internet.

**b. City of Plano**

The committee briefly discussed that Mike Reynolds from Plano would like to attend the next Budget & Finance committee meeting to discuss Plano's water project for which they are seeking ARPA funds.

**c. Horse Association**

The committee discussed the horse association which restored the arena at the Harris Forest Preserve. Discussion as to which ARPA funds the cost of the work should come out of. The committee recommended referring this matter to the Forest Preserve Finance meeting.

**Old Committee Business** – None

**Public Comment** – None

**Executive Session** – None

**Items for Committee of the Whole**

- PLAY ARPA

**Action Items for the County Board**

- Approval of Claims
- Amendment for 211 ARPA Funds

**Adjournment** – Member DeBolt made a motion to adjourn the Budget and Finance Committee meeting, second by Member Peterson. **With four (4) members present voting aye, the meeting was adjourned at 5:05 p.m. by a vote of 4-0.**

Respectfully submitted,

Sally A. Seeger  
Administrative Assistant and Recording Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**HUMAN RESOURCES and INSURANCE COMMITTEE**  
**Meeting Minutes for Monday, June 5, 2023**

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**Call to Order** – Committee Chair Ruben Rodriguez called the Human Resources and Insurance Committee to order 5:30p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Ruben Rodriguez (Chair)	Here		
Jason Peterson (Vice Chairman)	Here		
Elizabeth Flowers		5:32 pm Returned: 6:35 pm	6:31pm
Zach Bachmann	Here		
Matt Kellogg	Here		

**Staff Present** – Leslie Johnson, Tricia Springman, Meagan Briganti

**Others Present** – Beth Ishmael, Michael Wojcik

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

**Committee Reports and Updates** –

**A. Horton Group – Kendall County Health Insurance 4 Tier Plan**

Horton Group representative Beth Ishmael presented the contribution report in 2023 for 2 Tier and 4 Tier rates and benefits benchmarking report (included in packet). She highlighted two models 2 Tier, which Kendall County is currently on to the 4 Tier model. 4 Tier is the most beneficial model as it gives employee choice and options to leverage costs. 4 Tier structure would provide four options to insure the following: single-coverage, employee and spouse, employee and child(ren), and full-family. In the region, 81% of employers are on a 4 Tier structure and 76% of the nation’s employers are on 4 Tier (per PwC). This is cost neutral if enrollment stays the same. It was noted by HR that employees have left employment due to insurance being too costly and lost recruits due to the county only offering 2 Tier model. The committee is in favor of having Horton explore the 4 Tier plan when shopping for insurance renewals.

**B. Monthly Benefits Report Provided by Kendall County Treasurer’s Office**

The monthly Medical Insurance report was provided by the Treasurer’s Office (included in packet – page 17).

**C. Monthly Report Provided by Kendall County Human Resources Department**

HR Director Leslie Johnson presented the Human Resources Department monthly report which includes updates in the Human Resources Department for the month of May (included in packet – page 19).

Key Points mentioned by Ms. Johnson were:

- HR is currently working on inventorying all vehicles under the county's auto insurance. HR is collaborating with the various departments and elected officials to confirm vehicle titles and insurance for all vehicles in the County.
- VAC will now have the KC HR department help in maintaining personnel files and ensure compliance with different tasks.
- Completed recruitment and interviews for HR Generalists and Economic Development Coordinator positions.
- Recruitment has begun for County Administrator position– application deadline June 23<sup>rd</sup>, 2023.
- The interns will work on a community service project- possible Little Free Library somewhere on county property.
- Community Outreach Committee held its first community service project: Color the County with Kindness on June 4, 2023.
- Employee service awards to be presented at the June 27<sup>th</sup> County Board Meeting.
- There is a movie in the park for employees on July 20<sup>th</sup>, 2023, at 6:00pm at Venue 1012 in Oswego. (More details to follow!)

**New Committee Business -**

**A. Increase Excess Liability Insurance Coverage with an Annualized Premium Increase in an Amount Not to Exceed \$46,955**

The committee discussed two proposed options regarding the county's liability insurance coverage (included in packet – page 30-31). The current policy has \$10 million in coverage with an excess of \$1 million which is not enough to cover an adverse judgement against the county. The two new options: option one would give a total limit of \$16 million with an added cost of \$38,929 to the premium while, the second option would give a total limit of \$21 million with an added cost of \$46,955 to the premium - these are annual amounts. The committee agreed to send this to finance with the recommendation of the proposed excess liability total limit of \$21M.

Member made a motion Kellogg to forward to the next Finance and Budget committee meeting the increase excess liability insurance coverage with an annualized premium increase in an amount not to exceed \$46,955 with the recommendation of the \$21 million excess liability limit, second by Member Peterson. Chairman Rodriguez called for a roll call vote.

**Roll Call Vote:**

<b>Member</b>	<b>Status</b>
Ruben Rodriguez	Yes
Jason Peterson	Yes
Elizabeth Flowers	Yes
Zach Bachmann	Yes
Matt Kellogg	Yes

**With five (5) members present voting aye, the motion carried by a vote of 5-0.**

**B. Intergovernmental Agreement for Inspector General Services Between Kendall County, Illinois, the Kendall County Sheriff Dwight Baird in his official capacity, and the Kendall County Forest Preserve District.**

Member Kellogg made a motion to forward to June 27<sup>th</sup> County Board meeting the Intergovernmental Agreement for Inspector General Services Between Kendall County, Illinois, the Kendall County Sheriff Dwight Baird in his official capacity, and the Kendall County Forest Preserve District, second by Member Peterson. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

**C. Criminal History Record Information (CHRI) Proper Access, Use and Dissemination Procedures (New Section 9.5 in Kendall County Employee Handbook)**

Ms. Johnson provided the overview to the committee that CHRI is required by the IL State Police and FBI to adopt the policy if the County would like to continue utilizing the Illinois State Police background check for employees and volunteers.

Member Kellogg made a motion to forward to June 27<sup>th</sup> County Board meeting the Criminal History Record Information (CHRI) Proper Access, Use and Dissemination Procedures (New Section 9.5 in Kendall County Employee Handbook), second by Member Flowers. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

**D. Generative Artificial Intelligence (AI) Chatbot Usage Policy (New Section 9.6 in Kendall County Employee Handbook)**

The committee discussed IT's concern with chatbots and AI in the workplace and IT/HR worked on this policy to ensure county network is secure (provide in packet – page 41-42). Whereas AI is an incredibly useful tool, the uncertainty of AI has driven the need for this policy. The committee agreed that as an intergovernmental body it is important that employees and staff follow these policies as adopted.

Member Bachmann made a motion to forward to June 27<sup>th</sup> County Board meeting the Generative Artificial Intelligence (AI) Chatbot Usage Policy (New Section 9.6 in Kendall County Employee Handbook), second by Member Flowers. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

**E. Kendall County Mileage Reimbursement Form**

Member Peterson made a motion to forward to June 27<sup>th</sup> County Board meeting the Kendall County Mileage Reimbursement Form, second by Member Bachmann. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

**F. Separation of Employment/Final Paycheck Form**

HR Director Leslie Johnson discussed the separation of employment/final paycheck form (included in packet – page 44). The form will give HR the correct contact information for former employees. The employee is also asked if they would like to set up a post-employment account, which gives them the ability to access the employee self-service portal to see paystub and tax information.

Member Peterson made a motion to forward to June 27<sup>th</sup> County Board meeting the Separation of Employment/Final Paycheck Form, second by Member Bachmann. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

### **G. Personnel Records Review Request Form**

Member Flowers made a motion to forward to June 27<sup>th</sup> County Board meeting the Personnel Records Review Request Form, second by Member Kellogg. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

### **H. GIS Intern Job Description**

Member Bachmann made a motion to forward to June 27<sup>th</sup> County Board meeting the GIS Intern Job Description, second by Member Flowers. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

### **I. \*MOTION (VV) (Forward to CB 6/27/2023 Meeting): GIS/Cadastral Technician (Part time) Job Description**

Member Flowers made a motion to forward to June 27<sup>th</sup> County Board meeting the GIS/Cadastral Technician (Part time) Job Description, second by Member Bachmann. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

### **J. Discussion of Headcounts and Mid-Year Organizational Changes**

The committee discussed how departments/elected officials offices are changing position titles and salaries mid-year. Leaving HR to wonder if this is someone new in the headcount or to replace someone else. This is a burdensome task in the Tyler/Munis system to change position codes. The committee is for looking into an ordinance or policy/process that deals with mid-year organizational changes. The committee agreed that there is a need to have an ordinance, policy, and/or procedure in place to create more transparency and fluidity in mid-year organizational changes and agreed for the HR department to move forward on this.

**Old Committee Business** – None

**Public Comment** – None

**Executive Session** – None

**Items for Committee of the Whole** – None

### **Items for the Finance & Budget Committee**

The following to be added to the 6/29/23 Finance and Budget Committee Agenda under New Committee Business:

- Increase Excess Liability Insurance Coverage with an Annualized Premium Increase in an Amount Not to Exceed \$46,955 with the recommendation of the \$21 million excess liability limit

### **Action Items for the County Board**

The following to be added to the 6/27/23 CB Agenda under Consent Agenda:

- Intergovernmental Agreement for Inspector General Services Between Kendall County, Illinois, the Kendall County Sheriff Dwight Baird in his official capacity, and the Kendall County Forest Preserve District.
- Criminal History Record Information (CHRI) Proper Access, Use and Dissemination Procedures (New Section 9.5 in Kendall County Employee Handbook)
- Generative Artificial Intelligence (AI) Chatbot Usage Policy (New Section 9.6 in Kendall County Employee Handbook)
- Kendall County Mileage Reimbursement Form
- Separation of Employment/Final Paycheck Form
- Personnel Records Review Request Form
- GIS Intern Job Description
- GIS/Cadastral Technician (Part time) Job Description

**Adjournment** – Member Kellogg made a motion to adjourn the Budget and Finance Committee meeting, second by Member Flowers. **With five (5) members present voting aye, the meeting was adjourned at 6:36p.m. by a vote of 5-0.**

Respectfully submitted,

Sally A. Seeger  
Administrative Assistant and Recording Clerk

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**  
**Kendall County Office Building**  
**Rooms 209 and 210**  
**111 W. Fox Street, Yorkville, Illinois**  
**6:30 p.m.**  
**Meeting Minutes of May 8, 2023**

**CALL TO ORDER**

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

**ROLL CALL**

Committee Members Present: Elizabeth Flowers, Dan Koukol, Ruben Rodriguez, Brooke Shanley (arrived at 6:32 p.m.), and Seth Wormley

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Jeff Sobotka, Mark Daniel, Brandon Diller, and Glenn Diller, Jr.

**APPROVAL OF AGENDA**

Member Koukol 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 Flowers made a motion, seconded by Member Rodriguez, to approve the minutes of the April 10, 2023, meeting. With a voice vote of four (4) ayes, the motion carried.

**PUBLIC COMMENT**

Jeff Sobotka, City of Plano, thanked the Committee, on behalf of Plano Mayor Rennels, the Plano City Council, and the residents of Plano, for passing Petition 23-12, regarding commercial solar and wind regulations as presently written.

Mark Daniel, Attorney for the Petitioners for Petitions 23-19 and 23-21, said that he was able to answer any questions the Committee may have regarding either Petition.

Member Shanley arrived at this time (6:32 p.m.).

**EXPENDITURE REPORT**

The Committee reviewed the expenditure report from April 2023.

**PETITIONS**

Petition 23 – 01 – Kendall County Planning, Building and Committee

Mr. Asselmeier summarized the request.

On July 21, 2009, the Kendall County Board granted a special use permit for a specialty gift store at 7275 Route 34, Oswego. Restriction 1 of the special use permit stated that the special use permit shall be inspected yearly. Ordinance 2009-25 was provided.



Per information found on Facebook, Jo Ric Gift and Home Décor operated at the subject property for several years, but a retirement sale occurred in 2020 and the business closed in January 2021. This information was provided.

The Planning, Building and Zoning Department attempted to conduct an inspection in August 2021 and the property was described as vacant. The email related to this inspection was provided.

In the summer of 2022, the Planning, Building and Zoning Department again attempted to conduct an inspection, but the property was vacant. Following this attempt, the Planning, Building and Zoning Department attempted to send letters to the property owner asking if they would like to revoke the special use permit. The covers of these letters were provided. The Planning, Building and Zoning Department did not receive any response to these letters.

In addition to the letters, a picture from Google from 2018 and a picture from Google from 2021 were also provided.

The property sold in November 2021.

At their meeting on January 9, 2023, the Planning, Building, and Zoning Committee voted to initiate the revocation of the special use permit. Following the January Planning, Building and Zoning Committee, Staff attempted again to contact the property, including placing a hearing sign on the property. The property owner originally verbally said they would evaluate their options and let the Department know which course of action they would take. Other than one (1) phone call in January 2023, the property owner has not initiated conversations with the Department. Emails with the property owner were provided. After the lack of communication from the property owner, Staff decided to exercise the authority granted by the Planning, Building and Zoning Committee to revoke the special use permit.

The subject properties are zoned R-3. If the special use permit is revoked, the properties will retain their R-3 zoning classification.

The Kendall County Zoning Board of Appeals held a public hearing on the proposal. An email from the Oswego Fire Protection District stating that the property had not been inspected as a business since August 2020 was read into the record. Nobody from the public testified at the public hearing. The Kendall County Zoning Board of Appeals recommended approval of the revocation of the special use permit by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The findings of fact were as follows:

In any case where a special use has not been established within two (2) years from the date of granting thereof, then, the County Board may revoke the special use, or if the special use has been discontinued for a continuous period of two (2) years, the County Board may revoke the special use. Based on the fact that the existing business closed in January 2021 and that no business has operated at the subject property since the previous business closed, the special use has been discontinued for a continuous period of two (2) years.

Staff recommended approval of the proposed special use permit revocation.

The draft ordinance was provided.

Member Koukol made motion, seconded by Member Flowers, to recommend approval of the revocation.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried.

The proposal goes to the County Board on May 16, 2023, on the consent agenda.

Petitions 23 – 05 Through 23-11 – Kendall County Planning, Building and Committee

Mr. Asselmeier summarized the requests.

For the past several months, Staff has been working with the codifiers to get all of the Kendall County's regulations into one (1) code. The codifiers recommended several changes to the Kendall County Zoning Ordinance and Subdivision Control Ordinance. During the review, Staff also identified several changes to these regulations. The codifiers recommended that these changes occur prior to adoption of the new code. Below please find the proposed changes:

1. Petition 23-05 Subdivision Control Ordinance-Appendix 7  
Several phone numbers are listed in the Appendix. The accuracy of these phone numbers is unknown. Staff would like to list the organization only and not the phone numbers.
2. Petition 23-06 Subdivision Control Ordinance-Appendix 7  
Greg Chismark and WBK Engineering are listed by name. Staff would like to have a general statement regarding stormwater engineering contact information.
3. Petition 23-07 Subdivision Control Ordinance-Appendix 9 A  
In the Performance Criteria Section, there is a dead link to information about invasive species. Staff would like a general statement instead of a website link.  
  
Subdivision Control Ordinance-Appendix 9 B  
In the Native Plan Resources Section, there are several dead links. Staff would like general references instead of website links.
4. Petition 23-08 Zoning Ordinance Section 3:02  
The definitions of Brew Pub and Microbrewery should be amended to correspond to State law.
5. Petition 23-09 Zoning Ordinance Section 3:02  
The definition of Tent should be expanded to include tents outside of campgrounds.
6. Petition 23-10 Zoning Ordinance Section 11:05.D.2  
This section references a State law that does not exist.
7. Petition 23-11 Ordinance 1998-10

This Ordinance established procedures for closing inactive petitions. This Ordinance is outdated and now only applies to the Zoning Ordinance and Stormwater Management Ordinance. Staff is working with the State to incorporate the language in the Stormwater Ordinance; the Zoning Ordinance should be changed prior to adoption of the new code.

Redlined versions of the proposed changes were provided.

At their meeting on February 9, 2023, the Kendall County Planning, Building and Zoning Committee voted to initiate these amendments.

The proposals were emailed to the townships on February 23, 2023. To date, no comments have been received.

ZPAC met on the proposals on February 28, 2023, and recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposals on March 22, 2023. Mr. Asselmeier explained the codification process. The phone numbers referenced in Petitions 23-05 and 23-06 would remain on the County's website. Greg Chismark and WBK Engineering were notified of Petition 23-06. Those entities that had special use permits for microbreweries and related brewery uses were notified of Petition 23-08. The entities that had special use permits for campgrounds and banquet facilities were notified of Petition 23-09. The entities that had special use permits for campgrounds were notified of Petition 23-10. The parties that had open special use permit applications from 2018 and 2022 were notified of Petition 23-11. The proposed definition of tent would not impact the permitting requirements contained in the Zoning Ordinance. The Kendall County Regional Planning Commission recommended approval of the proposals by a vote of eight (8) in favor and zero (0) in opposition and with two (2) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on the proposals on March 27, 2023. Nobody from the public testified at the public hearing. The Zoning Board of Appeals recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with one (1) member absent. The minutes of the hearing were provided.

The draft ordinances were provided.

Member Koukol made motion, seconded by Member Shanley, to recommend approval of the text amendments.

Member Koukol noted that these proposals were for the purposes of cleaning up the various ordinances.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried.

The proposal goes to the County Board on May 16, 2023, on the consent agenda.

Petition 23 – 12 – Kendall County Planning, Building and Committee

Mr. Asselmeier summarized the request.

In January 2023, the Illinois General Assembly approved and the Governor signed House Bill 4412 pertaining to commercial wind and solar energy systems. The new law requires that the County update its solar and wind regulations by May 27, 2023, in order to be able to have regulations governing commercial solar energy facilities and commercial wind energy facilities.

The proposed amendments were provide. For reference, items in red are proposed changes and changes in bolded black are items that need to be discussed due to potential conflicts with State law.

General proposed changes are as follows:

1. Various definitions related to solar and wind energy facilities are proposed to be amended, added, and deleted. Many terms are defined in State law and were referenced as such. The definitions of solar farm and solar gardens were removed. The definitions of solar energy system, private and wind energy system, small were adjusted to reflect State law. Onsite consumption would include energy generated within a subdivision, planned development, or business park and consumed within the development.
2. Small wind energy systems would become permitted accessory uses. They would be added to the list of uses in the R-3 in addition to their existing allowance in the A-1, R-1, R-2, RPD, Business, and Manufacturing Districts. Solar energy system, private would become permitted uses in all zoning districts.
3. Commercial solar energy facilities, test solar energy systems, commercial energy wind facilities and test wind towers would become special uses in the A-1, R-1, RPD Districts, and Manufacturing Districts.
4. Adding a statement that the regulations do not apply to commercial wind energy facilities within one point five (1.5) miles of a municipality, unless the County has an Intergovernmental Agreement with the municipality to provide zoning services to the municipality. Staff added a requirement that solar and wind energy facilities within one point five (1.5) miles of a municipality must either annex to the municipality or enter into a pre-annexation agreement with the municipality using the Chatham annexation rules.
5. Add a requirement that the County Board shall make its decision on the application not more than thirty (30) days after the conclusion of the public hearing.
6. As proposed, the new setbacks would follow State law.
7. As proposed changes in setbacks, certain height requirements for solar, and fencing requirements would be allowed if nonparticipating property owners consent to these requirements. As proposed, the changes would be allowed to occur if documentation

was provided at the time of application submittal.

8. As proposed, sound regulations would follow State law.
9. As proposed, agricultural impact mitigation agreements have to be submitted with the application instead of prior to the hearing.
10. The County's landscaping requirements were adjusted to reflect the law.
11. Statements requiring compliance with EcoCat reports, Fish and Wildlife Service reports, and Illinois State Historic Preservation consultations were added to the Zoning Ordinance.
12. Statements regarding road use agreements were adjusted to reflect the law.
13. Language was added related to the enforcement of damaged drain systems.

The new law was provided.

A map showing the one point five (1.5) mile planning boundaries was provided.

At their meeting on February 9, 2023, the Kendall County Planning, Building and Zoning Committee voted to initiate these amendments.

The proposal was emailed to the townships on February 15, 2023. To date, no comments have been received.

ZPAC met on the proposals on February 28, 2023. Discussion occurred regarding wind and solar projects on Forest Preserve property; uses within the confines of the Downstate Forest Preserve Act are exempt from zoning. Discussion occurred regarding requiring properties to be annexed to municipalities; municipalities could choose to enter into annexation agreements without annexing the property. If a property owner was not agreeable to an annexation or annexation agreement, litigation could arise. Discussion occurred regarding some counties choosing not to regulate these uses or to have the uses as permitted uses because the county may not want to have zoning hearings that cannot alter a project. Discussion occurred regarding the precedence of the State taking away a county's zoning authority. The State's Attorney's Office has not reviewed the proposal. ZPAC voted to issue a neutral recommendation by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal on March 22, 2023. It was noted that the Illinois Farm Bureau was working on a proposal to restore some local control on these types of petitions. Greg Vander Kamp, Savion expressed concerns regarding the language related to vegetative screening and the requirement that properties either annex to municipalities or enter into annexation agreements. It was noted that the term "vegetative screening" was not defined and could be evaluated on a case-by-case basis. Discussion occurred regarding vegetative management plans. Discussion occurred regarding the timing of executing road use agreements; Mr. Vander Kamp felt such agreements should occur closer to construction. Dan Nagel asked about notification requirements to townships for proposals; townships have to be notified of special use applications per State law. Mr. Nagel also asked about bonding requirements; the language regarding agricultural impact mitigation agreements

was referenced. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on March 27, 2023. Emma Tajchman, from Savion, expressed concerns about the vegetative screening requirement. It was again noted that screening would be handled on a case-by-case basis. She also expressed concerns regarding the annexation and pre-annexation requirement. It was noted that no township or municipality objected to that language. Dan Nagel asked how road districts would be notified of such projects. Townships were required to be notified of special use permit applications, per State law. Mr. Nagel also expressed concerns about such projects crossing drainage districts without permits; he requested that drainage districts be notified of such proposal. The Kendall County Zoning Board of Appeals recommended approval of the proposal with an amendment requiring Petitioners for commercial wind and commercial solar projects to notify the drainage district, if the property is in a drainage district, of the proposal by certified, return receipt mail and that proof of the mailing be submitted at the time of application by a vote of six (6) in favor and zero (0) in opposition with one (1) member absent. The minutes of the hearing were provided.

The draft ordinance was provided.

Member Flowers made motion, seconded by Member Rodriguez, to recommend approval of the text amendments.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried.

The proposal goes to the County Board on May 16, 2023, on the regular agenda.

*Petition 23 – 13 – Kendall County Planning, Building and Committee*

Mr. Asselmeier summarized the request.

In response to the special use permit amendments for the kennel at the northeast corner of Ridge and Bell Roads, Staff prepared the following proposed amendments to kennel regulations.

In summary, the proposed changes are as follows:

1. Allow pets outdoors until 10:00 p.m. for the purposes of allowing owners to pick-up and drop-off pets and to allow for normal bathroom breaks.
2. Establish uniform kennel regulations throughout the County.
3. Minor text alterations.

Redlined versions of the proposed changes were provided.

As of the date of this memo, there are six (6) active special use permits for kennels in the unincorporated area.

At their meeting on February 9, 2023, the Kendall County Planning, Building and Zoning Committee voted to initiate these amendments.

The proposals were emailed to the townships on February 23, 2023. To date, no comments have been received.

ZPAC met on the proposals on February 28, 2023. ZPAC recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal on March 22, 2023. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on the proposal on March 27, 2023. No members of the public testified at the public hearing. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with one (1) member absent. The minutes of the hearing were provided.

The draft ordinance was provided.

Member Koukol made motion, seconded by Member Rodriguez, to recommend approval of the text amendments.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal goes to the County Board on May 16, 2023, on the consent agenda.

Petitions 23 – 19 and 23 – 21 – Brent A. Stary and Tracy A. Stary on Behalf of MCB52, Inc. (Property Owner) and Roman Correa on Behalf of R&S Landscaping and Nursery, Inc. (Tenant)  
Mr. Asselmeier summarized the request.

In October 2022, the Planning, Building and Zoning Department received a complaint regarding a landscaping business operating at 5022 Route 126 without a special use permit. In the intervening months, the property owner and business owner worked with an attorney and engineer to submit an application for a special use permit.

The Petitioners are seeking a special use permit for a landscaping business, including allowing outdoor storage of materials. They are also seeking variances to Section 4:05.B and Section 11:02.F.7 to allow outdoor parking and loading no closer than twenty-five feet (25') of the right-of-way line of Route 126 and to allow a portion of the accessible parking space to be no closer

than sixty-nine feet (69') of the south right-of-way line of Route 126; parking is not allowed within the front-yard setback. The Petitioners would like a variance to Section 11:02.F.4 to allow parking spaces with a depth of eighteen feet (18') with an overhang of two feet (2') instead of the twenty foot (20') depth requirement. Finally, they are seeking a variance to Section 4:09.A to allow the existing driveway on Grove Road to be less than twenty feet (20') in width until such time as the driveway is replaced.

The Petitioners also wish to use the existing house and existing accessory structures for their business. Some of these structures pre-date the adoption of the Kendall County Zoning Ordinance. The Petitioners are requesting a variance to Section 7:01.G.2.a to allow the existing house to be no closer than seventy-three feet (73') south of the right-of-way line of Route 126 instead of the required one hundred feet (100') and no closer than twenty-one feet (21') west of the right-of-way line of Grove Road instead of the required one hundred feet (100'). The Petitioners are also requesting a variance to Section 7:01.G.2.b to allow accessory structures no closer than fifty-seven feet (57') south of the right-of-way line of Route 126 instead of the required one hundred feet (100') and no closer than fifty-three feet (53') west of the right of the right-of-way line of Grove Road instead of the required one hundred feet (100'). These requests are part of a separate Petition (Petition 23-20).

Finally, the Petitioners wish to have the opportunity to use the home on the property to house an employee of the landscaping and nursery business. Accordingly, they request a conditional use permit for that purpose, which is a separate Petition (Petition 23-21).

Prior to the Kendall County Regional Planning Commission meeting, the Petitioners submitted a revised site plan. The site plan removed a large amount of the CA-7 and replaced it with gravel. The signs at the entrance to property at Route 126 were moved out of the right-of-way. The revised site plan was provided.

The application materials, stormwater information, existing conditions survey, original site plan, landscaping plan, and pictures of the property were provided.

The property is approximately two point nine (2.9) acres in size.

The County's plan called for the property to be Commercial. Yorkville's plan calls for the property to be Estate Residential.

Route 126 is a State maintained Arterial. Grove Road is a Major Collector maintained by the County.

Yorkville has a trail planned along Route 126 and Grove Road.

There are no floodplains or wetlands on the property.

The adjacent land uses are agricultural.

The adjacent properties are zoned A-1.

The County's plan calls for the area to be Commercial. Yorkville's Plan calls for the area to be Estate Residential and Agricultural. Oswego's Plan calls for the area to Agricultural.

The properties within one half (1/2) mile are zoned A-1, A-1 SU, and RPD-2.

Grove Road is the boundary line between the United City of Yorkville's and the Village of Oswego's planning areas.



The A-1 special use permits to the west are for a golf course.

A cemetery is located near the subject property to the south.

Approximately six (6) houses and the Whitetail Ridge Subdivision are located within one point five (1.5) miles of the subject property.

EcoCAT Report was submitted on February 22, 2023, and consultation was terminated.

The NRI Application was submitted on February 15, 2023. The LESA Score was 231 indicating a high level of protection. The NRI was provided.

Petition information was sent to Na-Au-Say Township on March 27, 2023. To date, no comments received.

Petition information was sent to the United City of Yorkville on March 27, 2023. To date, no comments received.

Petition information was sent to the Bristol Kendall Fire Protection District on March 27, 2023. To date, no comments received.

ZPAC reviewed this proposal at their meeting on April 4, 2023. Discussion occurred regarding the septic system at the property; the property would remain a single-family home, but would have an office component. The Health Department requested the Petitioners to work with the Health Department, should the use become more intense. Discussion also occurred regarding traffic circulation and the potential widening of nearby roads. No additional right-of-way was foreseen. ZPAC recommended approval of the proposal with the addition of a condition stating that, pending approval of the Illinois Department of Transportation, the owners of the business allowed by the special use permit shall have the option to install a right-in, right-out access off of Route 126; signage shown on the site plan may be adjusted to reflect this access by vote of seven (7) in favor and zero (0) in opposition. Three (3) members were absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on April 26, 2023. The Petitioners were agreeable to the conditions. The current owners have owned the property for approximately five (5) years and the landscaping business has been operating at the property since October 2022. Discussion also occurred regarding the noise regulations, if a new house was constructed closer to the subject property. The Kendall County Regional Planning Commission recommended approval of the requested special use permit and variances with the conditions proposed by Staff with an amendment stating that only homes in existence prior to the issuance of the special use permit could file noise complaints by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on the proposal on May 1, 2023. The Petitioners' Attorney was the only person to testify at the public hearing. Discussion occurred regarding parking requirements and the possibility of additional right-of-way dedication for bike paths. The Kendall County Zoning Board of Appeals recommended approval of the requested special use permit and related variances with the conditions proposed by Staff with an amendment to add the phrase "or permitted" to the noise condition by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

Per Section 7:01.D.30 of the Kendall County Zoning Ordinance, landscaping businesses can be special uses on A-1 zoned property subject to the following conditions:

1. All vehicles, equipment and materials associated with a landscaping business shall be stored entirely within an enclosed structure, unless otherwise permitted under the terms of this Special Use Permit.
2. The business shall be located on, and have direct access to, a State, County or Collector Highway as identified in the County's LRMP, having an all-weather surface, designed to accommodate loads of at least 73,280 lbs, unless otherwise approved in writing by the agency having jurisdiction over said Highway. Such approvals shall establish limitations as to the number of employees and types of vehicles coming to and from the site that are engaged in the operation of the use (including delivery vehicles). These restrictions shall be included as controlling conditions of the Special Use.
3. No landscape waste generated off the property can be burned on this site.

If the County Board approves the outdoor storage of materials and variances, the above conditions have been met.

As noted in the project narrative, the Petitioners would like to operate R&S Landscaping and Nursery at the subject property. The existing home would be used as the office for the business and would possibly be used as a dwelling in the future for an employee. The northern most barn would be used as a tool shop and meeting space.

No retail activities related to the business would occur at the subject property.

The business would be open from 7:00 a.m. until 7:00 p.m. everyday throughout the year. The business has a maximum of seventeen (17) employees, during the busy season. The business hauls vegetation and other landscaping items from the property to work sites. Employees either report to the subject property or report directly to job sites. Equipment is parked either at the subject property or the job site.

The site plan (Attachment 4) shows seven (7) four foot (4') tall concrete block storage areas approximately five feet (5') from the western property line. These storage areas range from approximately one thousand seven ten (1,710) square feet in size to approximately five hundred ten (510) square feet in size. All of the storage areas are thirty feet (30') in depth. The storage areas will hold top soil, boulders, sand, mulch, gravel, landscape waste, and brush. No piles will be taller than six feet (6') in height. Areas for outdoor equipment storage are located east of an interior driveway. One (1) outdoor storage area for bricks is planned is also planned in this area.

In addition to the landscaping component, the Petitioners will have a nursery with two (2) membrane flower storage areas and areas for growing trees, bushes, and flowers. The nursery area will be located south of the gravel driveway.

One (1) one point five (1.5) story, approximately one thousand three hundred ninety-two (1,392) square foot house, is located on the property. There is one (1) approximately five hundred fifty (550) square foot detached garage, one (1) approximately one thousand seventy (1,070) square foot accessory building (labeled as machine tool shop, storage, breakroom and meeting room on the site plan), one approximately seven hundred (700) square foot chicken coop, and one (1)

approximately three eight hundred sixty (3,680) square foot accessory building (labeled as equipment storage on the site plan). Two (2) silos are also located on the property.

Any structures related to the landscaping business would be required to obtain applicable building permits, including changes in occupancy.

The property is served by a well and septic. Employees would use these facilities, if at the property. Since no retail sales would occur at the property, few, if any, guests of the business would be on the property to use restroom facilities.

The property has a propane tank, which will be protected by bollards.

No dedicated refuse area for non-landscape related waste was shown on the site plan. Garbage would be removed using a commercial hauler.

The property drains to the west and south.

The Petitioners submitted an application for a stormwater management permit. WBK Engineering submitted comments on the stormwater management permit application, which were provided. To date, WBK Engineering has not commented on the new calculations.

Per the site plan, the Petitioners' propose to make the driveway off of Grove Road as the main access point. This driveway is approximately seven feet (7') wide. The Petitioners propose to widen the driveway to approximately fifteen feet (15') in width. The driveway expands to twenty-four feet (24') in width west of the propane tank. The Petitioners are pursuing a variance related to this driveway.

The property also has access from Route 126.

The Illinois Department of Transportation submitted an email on March 31, 2023. The Petitioners agreed to keep IDOT informed of the activities at the property and IDOT said they would evaluate the existing access permit, if necessary, in the future. This email was provided.

According to the site plan, the Petitioners propose nine (9) parking spaces south of the brick storage and equipment storage area along the southern driveway. One (1) handicapped accessible parking space is proposed north of the existing garage.

The southern driveway would be gravel and would be twenty-four feet (24') in width.

One (1) north-south twenty foot (20') wide driveway would be located between the storage areas and stockpiles and a second fifteen foot (15') wide east-west driveway would be located between the two (2) equipment storage and truck parking area. These drives would be gravel.

One (1) twenty-four foot (24') wide gravel driveway would run from the southern driveway to the handicapped parking space.

The driveway north of the handicapped parking space to Route 126 would be asphalt.

The existing conditions survey and the site plan show five (5) lights attached to the middle portions of buildings, two (2) lights at building corners, and one (1) new eighteen foot (18') tall wall mounted light. These lights are considered necessary for security reasons. The sign at the

northeast corner of the property would also be illuminated from 6:00 a.m. until 11:00 p.m. as allowed by the Zoning Ordinance.

According to the site plan, the Petitioners propose to install one (1) thirty-two (32) square foot wooden sign near the northeast corner of the property. The sign would be illuminated as detailed previously.

Two (2) proposed “Do Not Enter” signs are proposed at the driveway on Route 126. One (1) “No Left Turn” sign is proposed in the same area. These signs might be removed or altered if right-in, right-out access is granted at this entrance.

Other than lighting, no other security information was provided.

The site plan and landscaping plan show twenty-six (26) black hill spruce trees and ten (10) emerald green arborvitae near the north property line. The spruce trees are approximately seven (7') feet in height and the arborvitae are approximately twelve (12') feet in height. There are twenty-eight (28) white pines and twenty-one (21) arborvitae at the southeast corner of the property. The white pines are approximately ten feet (10') in height and the arborvitae are approximately twelve (12') feet in height. Several other plantings are scattered throughout the site, including landscaping around the sign at the northeast corner of the property.

On the landscaping plan the Petitioners noted the existing row of trees located to the west of the subject property. The Petitioners are agreeable to planting trees on the subject property if the trees on the adjoining property are removed.

No information was provided regarding noise control.

No information was provided regarding odor control.

If approved, this would be the nineteenth (19<sup>th</sup>) special use permit for a landscaping business in unincorporated Kendall County.

The Findings of Fact for the special use permit were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Petitioners plan to preserve existing buildings and the existing sign on the north accessory building. Areas surrounding the property are zoned and used for agricultural purposes. Petitioners plan for drainage and will maintain the existing direction, rate and volume of stormwater flowing in the handful of directions noted in the elevations submitted within the application. Petitioners will reduce use of the Route 126 driveway from full access to emergency right-out only use. The main entrance is sufficiently south of Route 126 and there is ample stacking to make a safe left turn into the main driveway without obstructing left turns from Grove Road onto Route 126. Most of the variances requested relate to existing conditions. The location of the parking, loading and storage yard in the west half of the property relates to the circumstance that all existing buildings are centralized. The avoidance of paving for parking and loading and the loading space variation are the only new development needs for relief from the Zoning Ordinance.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair

property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The subject property is in a large A-1 Agricultural District. Growing of trees, shrubs and flowers is a form of agricultural use. Growing is one part of the use proposed in the application. The use will not impede farms on the four adjacent and opposing sides of the Property. The use is deemed legislatively compatible because it meets all of the requirements contained in the Zoning Ordinance for landscaping businesses, if permission is granted for outdoor storage of materials. The use at the subject property will meet several purposes for the A-1 district as outlined in Section 7:01.A of the Zoning Ordinance, including the preservation of fertile, tillable soils as a valuable natural resource by recharging soils and groundwater, by respecting grades and by engaging in a mix of soil planting and planting in potters, all the while re-using an existing residential home and outbuildings that have long existed. Reasonable restrictions, including hours of operation, maximum number of employees at the property, noise regulations, and lighting requirements are proposed that will protect the enjoyment and use of other properties in the vicinity.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. Restrictions can be placed in the special use permit to address the number of people on the property. No retail customers will be on the property. As such, there are sufficient utilities on the property to handle the proposed uses. The intersection abutting the northeast corner of the Property is sufficiently designed with ample left turn stacking and a stop sign control for traffic crossing Route 126. The existing driveways are sufficiently connected to Grove Road (main driveway) and Route 126 (emergency limited access). Drainage on the property flows in three directions, with most stormwater eventually flowing south down a change in grade of roughly five feet (5'). Petitioners have restored a tile and respected drainage rights under the Illinois Drainage Code in the present placement of cement blocks to allow for the passage of stormwater in the one (1) area of the Property where it flows west and to avoid redirecting stormwater other than to the south. Otherwise, stormwater flows into the culverts along roadways. A stormwater management permit will be secured.

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. Petitioners provided an A-1 Agricultural District Table of Compliance addressing all elements of zoning compliance. Variations are necessary, but these variations are primarily related to preservation of existing buildings, structures, and improvements. New relief related to the loading and storage yard places this activity in an area where there was prior activity west of the smaller barn. The use area will benefit from a continuous screen of trees that have already been planted at a substantial height.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The use involves a commercial operation recognized as the use that will prevail at the property under the Land Resource Management Plan. The proposal is also consistent with a goal and objective found on page 10-11 of the Land Resource Management Plan, "A strong base of agriculture,

commercial and industry that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents.” “. . . encourage additional agriculture and agribusiness.”

The Findings of Fact for the variance to allow yard obstructions and parking areas in the setbacks were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The topography and stormwater flow runs west or south. Substantially all of the property south of the driveway from Grove Road is a flow route for storm volume. In attempting to avoid placement of the loading and storage yard away from the intersection and away from Grove Road, the drainage concerns and the loss of benefits of filtration and ground water recharging played a significant role in determining not to locate this yard south of its proposed location. With respect to the location of the existing garage, it is situated behind the house where such a garage would ordinarily exist, but the house was constructed one hundred (100) or more years ago before the expansion of the abutting roadways and the adoption of zoning regulations pertaining to the setback issue. The interior drive has existed for decades and the most logical location for an accessible parking stall is adjacent to the two buildings where an accessible space can be of benefit. The design of the space leaves all but roughly four feet of the space outside of the setback. These circumstances drive a finding in favor of the variations.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Due to the varying topography throughout the County and the circumstance that the property is a corner lot that was improved before 1922, it cannot be said that the concern causing the difficulty and hardship generally prevails in the A-1 Agriculture District.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The only new element relates to the parking, loading and storage area. Since the 1920's, the area near Route 126 has been higher land. This is evident in aerial photographs of the topography of the area. Moreover, the use area to be occupied by the parking and loading area is similar to the use area that existed from at least the early 1980's until 2006. Petitioners do not propose the loading and storage area adjacent to the lot line, but plans for it at a distance of fifteen feet (15') from the right-of-way, but in the same area that has the historically higher elevation and the historical use. In plain terms, Petitioners are not the first to recognize this higher elevation and they did not create it any more than they created the grades, slopes and swales south of the barns that cause the area south of the driveway to be incapable of hosting the loading and storage area without presenting a visual obstruction, placing impermeable or less permeable surface over land that is saturated and helps to recharge groundwater while also filtering stormwater.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Petitioners propose that none of the outdoor use should be plainly visible to passersby due to the screening.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of

fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. One (1) basis for the proposed location of the loading and storage yard is that it avoids placing the area in plain view. The yard will not create shadows or obstruct the flow of air. The yard itself does not contribute to traffic. In fact, it reduces traffic by avoiding excess trips Petitioners would make if they were required to store and load materials elsewhere. The conditions on the special use above also touch on changes to be made if the treeline west of the property no longer exists.

The Findings of Fact for the variance for parking stall depth were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The topography of the Property and water concerns led to an effort to avoid as much impervious surface as possible. The request for an adjustment in the parking lot design to allow for the same twenty foot (20') parking space, but with a two foot (2') overhang, and an eighteen foot (18') space from tire to tail of a vehicle, is a di minimus request, but it avoids an extra several hundred feet of pervious surface in an area of storm flow, filtering and recharging.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. While applicable to several properties, this concern is not generally applicable to the A-1 district. The original parcel containing the property was a long, narrow farmstead that extended to the cemetery. Through various transactions, including estate and probate matters, the property was divided so that it became a roughly square lot with the southern one hundred eighty feet (180') being an area of significant surface and subgrade flow during rain events and wet seasons.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. Certainly, parking can be relocated. Nine (9) parking spaces for the use is also more than needed. Petitioners' preference for parking along the south side of the large barn may be personal. However, Petitioners could have placed these on the south side of the driveway and reduced the area of soil that would accept water for filtration and recharging purposes. In planning for this use and similar uses, there is a general design principal that consolidation of buildings, parking and loading is best for the use and for passersby as well as eventual neighbors.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. The requested variation has absolutely no impact on public welfare or on property and improvements in this vicinity.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. Petitioners are providing more parking than is necessary for the use. However, the provision of more parking does not conclusively lead to substantial increases in congestion since we are dealing with parking for only a few vehicles above that which is necessary. Parking on the north line of the interior drive will consolidate activity and also allow vehicles to park in a line where they will not be as noticeable to traffic on either abutting street. The variation should impact property values in any manner.

The Findings of Fact for the variance to the Grove Road driveway construction were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The driveway has been in existence for a number of years and could be utilized by other agricultural uses on the property. Having the primary access off of Grove Road instead of Route 126 ensures that employees of the proposed use will not cause increase traffic congestion on Route 126 because the business deliveries will utilize the Grove Road access.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other properties zoned A-1 that were in existence prior to Kendall County adopting zoning in 1940 could have similar issues. The exact number of properties with lawfully non-conforming driveways is unknown.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. Petitioners did not construct the subject driveway.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. The maintenance of the driveway as proposed will not harm public welfare. No retail is planned for the site. Therefore, no large increase in the amount of vehicles entering and exiting the property on Grove Road is anticipated.

The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The variance will not cause congestion or endanger public safety because little additional traffic is anticipated at the property. There should be no risk of fire and property values will not be impacted if the variance is granted.

Staff recommended approval of the requested special use permit and variances subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the site plan and landscaping plan.
2. Pending approval of the Illinois Department of Transportation, the owners of the business allowed by the special use permit shall have the option to install a right-in, right-out access off of Route 126; signage shown on the site plan (Attachment 4) may be adjusted to reflect this access. (Added at ZPAC)
3. A variance to Section 4:05.B and Section 11:02.F.7 of Kendall County Zoning Ordinance shall be granted to allow outdoor parking and loading no closer than twenty-five feet (25') of the right-of-way line of Route 126 and to allow a portion of the accessible parking space to be no closer than sixty-nine feet (69') of the south right-of-way line of Route 126. (Clarified After ZPAC)
4. A variance to Section 11:02.F.4 of the Kendall County Zoning Ordinance shall be granted to allow parking spaces with a depth of eighteen feet (18') with an overhang of two feet (2').
5. A variance to Section 4:09.A of the Kendall County Zoning Ordinance shall be



- granted to allow the existing driveway on Grove Road to be less than twenty feet (20') in width until such time as the driveway is replaced.
6. Equipment and vehicles related to the business allowed by the special use permit may be stored outdoors.
  7. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
  8. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
  9. The owners of the businesses allowed by this special use permit shall diligently monitor the property for leaks from equipment and vehicles parked and stored and items stored on the subject property and shall promptly clean up the site if leaks occur.
  10. Except for the purposes of loading and unloading, all landscape related materials shall be stored indoors or in the designated storage areas shown on the site plan. The maximum height of the piles of landscaping related material shall be six feet (6') in height.
  11. No retail sale of landscaping materials may occur at the subject property.
  12. A maximum of seventeen (17) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work.
  13. The hours of operation of the business allowed by this special use permit shall be daily from 7:00 a.m. until 7:00 p.m. The owners of the business allowed by this special use permit may reduce these hours of operation.
  14. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
  15. Signage shall be limited to the signs shown on the site plan. Signage may be illuminated as outlined on the site plan. Signs within rights-of-way may be relocated to another location on the property if requested by the Illinois Department of Transportation without the need to amend this special use permit. Religious signs in existence on the property at the time of application submittal shall be exempt from permitting requirements.
  16. Except for the lighting around the business sign, the lights shown on the site plan shall be considered for security purposes.
  17. Damaged or dead plantings described on the landscaping plan shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
  18. Any vegetation described on the landscaping plan that has not been installed by the

approval date of this special use permit shall be installed within ninety (90) days of the approval of the special use permit. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the vegetation.

19. The owner of the subject property shall plant trees to fill in the gaps on the western property line as outlined in the landscaping plan. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to plant the screening. The site plan may be adjusted without an amendment to the special use permit to reflect the addition of these trees.
20. Vegetation related to the operations of a nursery on the property shall be exempted from the planting and vegetation maintenance requirements of this special use permit.
21. No landscape waste generated off the property can be burned on the subject property.
22. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

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

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

Only those homes in existence or permitted prior to the issuance of the special use permit can file noise complaints. (Added at RPC) (Amended at ZBA)
23. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
24. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
25. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
26. Failure to comply with one or more of the above conditions or restrictions could result

in the amendment or revocation of the special use permit.

27. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
28. This special use permit and variances shall be treated as covenants running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

The draft ordinance was provided.

Staff recommended approval of the requested conditional use permit subject to the following conditions and restrictions:

1. The use shall be used in connection with an agricultural purpose as defined in State Statute 55 ILCS 5/5-12001 as here after amended.
2. The use shall meet all requirements of the Kendall County Health Department.
3. The use shall be used for agricultural labor housing or living quarters for a groomsmen, an employee watchman and their immediate family.
4. The use shall meet all required setbacks and minimum lot size, providing applicable variances are granted.
5. The property owner and residents of the use allowed by this conditional use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.
6. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the conditional use permit.
7. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
8. This conditional use permit shall be treated as covenants running with the land and are binding on the successors, heirs, and assigns as to the same uses conducted on the property.

The draft, unsigned conditional use permit was provided.

Member Koukol asked why the conditional use permit was a separate Petition and what is the difference between agricultural labor housing and generally renting the property to anyone. Mr. Asselmeier responded that, by having a conditional use permit, there would be no question regarding who could live at the property. The two (2) Petitions were separate because, if the special use permit for the landscaping business ever went away, the conditional use permit for agricultural labor housing would remain.

Member Koukol asked why the Petitioner did not secure proper zoning prior to starting operations. Member Koukol noted the property looked good. Mr. Daniel responded that the Petitioner stopped operating the landscaping business and secured legal representation upon finding out that necessary zoning permits would be required. Mr. Daniel represented both the property owner and tenant.

It was noted that most of the work done by the landscaping business would be at new construction sites and the business would not have a retail component.

Member Rodriguez made motion, seconded by Member Shanley, to recommend approval of the special use permit and variances.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried.

The proposal goes to the County Board on May 16, 2023, on the regular agenda.

Member Flowers made motion, seconded by Member Rodriguez, to approve the conditional use permit.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried.

## **NEW BUSINESS**

*Approval of a Request from Lydia Ramirez to Extend the Deadline for Installing the Required Vegetation as Required by Condition 2.B of Ordinance 2022-26 at the Property Located in the 5100 Block of Schlapp Road (PIN: 03-34-100-027) in Oswego Township*

Mr. Asselmeier summarized the issue.

On September 20, 2022, the Kendall County Board approved a major amendment to an existing special use permit for a banquet facility in the 5100 Block of Schlapp Road by Ordinance 2022-26.

Condition 2.B of Ordinance 2022-26 required the installation of the required vegetation be complete by June 1, 2023. This condition also gave the Planning, Building and Zoning Committee the option of extending the deadline, if requested by the property owner or the owner of the business allowed by the special use permit. Ordinance 2022-26 is provided.

On April 19, 2023, Lydia Ramirez submitted the attached email requesting an extension to the deadline for planting the required vegetation to October 2024 because of issues related to a back order of a transformer.

The Petitioner would not be able to start operations until the required vegetation is planted.

Staff has no objections to the requested extension.

Member Shanley made motion, seconded by Member Flowers, to approve the extension to October 1, 2024.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

*Approval of a Request by Robert Velazquez for an Extension to the Requirement to Install Landscaping, Fencing, and Buildings as Required by Conditions 2.B and 2.J of Ordinance 2021-23 at 10744 Route 47 (PIN: 05-28-400-002) in Kendall Township*

Mr. Asselmeier summarized the issue.

Condition 2.J of Ordinance 2021-23, which granted a special use permit for a landscaping business at the subject property, originally required the landscaping to be installed by June 1, 2022. The Ordinance also allows the Planning, Building and Zoning Committee to grant extensions to the installation deadline.

On May 9, 2022, the Committee extended the deadline for this requirement to October 1, 2022. On September 12, 2022, the Committee again extended the deadline for this requirement to June 1, 2023.

Condition 2.B of Ordinance 2021-23 also originally required all structures shown on the site plan to be constructed and occupied by December 31, 2022. The Ordinance also allows the Planning, Building and Zoning Committee to grant extensions to the installation deadline. On September 12, 2022, the Committee extended the deadline for this requirement to June 1, 2023.

A copy of Ordinance 2021-23 was provided.

On May 2, 2023, the Petitioner's Attorney submitted a request asking that the deadline to install the landscaping and the requirements related to the buildings be extended to November 15, 2023. A copy of the request was provided.

Chairman Wormley explained the history of the project and challenges the property owner was facing with the Illinois Department of Transportation. He discussed potential amendments to the special use permit. He favored a longer extension; up to June 1, 2024.

Member Koukol did not believe that the State had settled with the property owner.

Member Rodriguez suggested waiving the County's fees, if an amendment to the special use permit is required.

Member Koukol made motion, seconded by Member Flowers, to approve the extension to June 1, 2024, and to re-examine the extension in May 2024 to see if additional extensions are required.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried.

*Recommendation on Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4)*

Mr. Asselmeier summarized the request.

Kendall County is required to submit certain documents annually by June 1st as required by its NPDES Permit.

The proposed Annual Report was provided.

The 2023 Annual Report is similar to the 2022 Annual Report.

There is a One Thousand Dollar (\$1,000) submittal fee, which has been unchanged for several years.

Member Shanley made motion, seconded by Member Flowers, to recommend approval of the Annual Report.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Shanley, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried.

The proposal goes to the County Board on May 16, 2023, on the **consent** agenda.

**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: Hearing to involuntarily revoke the special use permit held scheduled on May 1, 2023.

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 May or June 2023.
3. 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: Dedications signed on May 1, 2023. Staff is waiting for them to be recorded.
4. Ordinance 2014-04-Special Use Permit for a Compost Facility at 1270 E. Beecher Road  
Issue: Condition 8 requires property owner to reapply for special use permit prior July 1, 2023, or the special use permit shall be revoked on December 1, 2023.  
How Department Became Aware of Violation: Not presently a violation.  
Current Status: Property owner plans to renew special use permit. Property owner is also exploring having solar panels on the property; may annex to Yorkville.
5. Ordinance 2021-17-Special Use Permit for a Billboard at Southeast Corner of Route 34 and Hafenrichter  
Issue: Condition 2.C requires a renewal of the special use permit by August 17, 2023.  
How Department Became Aware of Violation: Not presently a violation.  
Current Status: Billboard company emailed on May 1, 2023.

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

Mr. Asselmeier provided updated pictures of the property. It was noted that additional dirt or manure was hauled onto the property. Tebrugge Engineering was waiting on information from the property owner regarding the final layout of the site in order to prepare calculations and price quote.

Glenn Diller, Jr. said that he was waiting for a response from the engineer.

Discussion occurred regarding the location of the berm.

Discussion occurred regarding new product placed at the site.

Chairman Wormley encouraged Mr. Diller to work harder to get into compliance.

Mr. Asselmeier explained the violation at the property; placing dirt three feet (3') in height without a permit.

The consensus of the Committee was to give the Dillers until August 7, 2023, to get the necessary permit and no additional dirt can be placed on the property. If additional dirt is placed on the property, the violation will be issued.

**REVIEW VIOLATION REPORT**

The Committee reviewed the violation report.

**REVIEW PRE-VIOLATION REPORT**

The Committee reviewed the report.

**UPDATE FOR HISTORIC PRESERVATION COMMISSION**

Mr. Asselmeier reported that two (2) awards will be presented at the May 16, 2023, County Board meeting. The Commission was also working on the logistics for the summer group meeting. The Commission was also examining which townships would be selected for the next structure surveys.

**REVIEW PERMIT REPORT**

The Committee reviewed the report.

**REVIEW REVENUE REPORT**

The Committee reviewed the report.

Discussion occurred regarding the proposed text amendment pertaining to residential chickens and the other open, active Petitions.

**CORRESPONDENCE**

None

**COMMENTS FROM THE PRESS**

None

**EXECUTIVE SESSION**

None

**ADJOURNMENT**

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

Chairman Wormley adjourned the meeting at 7:55 p.m.

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

Enc.



## HIGHWAY COMMITTEE MINUTES

**DATE:** June 13, 2023  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Zach Bachman, Dan Koukol, & Scott Gengler  
**STAFF PRESENT:** John Burscheid and Francis Klaas  
**ALSO PRESENT:** Kelly Farley, Abdul Vayani, Dilshad Siddiqi, Gwen Keen, and Lee Cannon,

The committee meeting convened at 3:34 P.M. with roll call of committee members. DeBolt and Rodriguez Absent. Quorum established.

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

Motion Gengler; second Bachman, to approve the Highway Committee meeting minutes from May 9, 2023. Motion approved unanimously.

Gwen Keen, from Quik Trip, introduced a project on Ridge Road at Midpoint Road in Minooka. Quik Trip is based out of Tulsa, Oklahoma. They have identified this property along Ridge Road and have been working with Village of Minooka and Kendall County to work through the process to gain access to the west side of Ridge Road. She stated that Quik Trip is a travel center, not a truck stop. They are not the big guys. They do provide services and fuel for trucks, but don't service national accounts. They don't have showers, lounges, seating; nor do they sell pornography. They serve more short-haul accounts. That is their niche.

Gwen believed there were significant hardships to not having access on Ridge Road and has proposed a 3-quarter access point; that being a right in, right out, and left in near their southern property line along Ridge Road. The committee viewed several aerial exhibits. Gwen explained how their parcel would be split into the Quik Trip business and commercial retail lot – possibly a hotel. Koukol asked how far it was from the proposed access to Midpoint Road. Lee Cannon indicated it was about 400'. Gwen stressed that for a business like Quik Trip, it is imperative to have convenient access, or people will simply not visit their site. Koukol also asked if there would ever be a traffic signal at the proposed access point. Klaas stated that it was too close to Midpoint for another signal.

Lee Cannon, a principal with CBB Transportation Engineers & Planners, stated that the current northerly curb cut for the Shell station was actually on the Quik Trip property; and if the northbound left turn movement was denied, he wasn't sure that the trucks trying to enter the Shell would be able to get in and around the Shell building. Koukol believed that there was so much traffic on Ridge during the peak hours that it would be very difficult to make a northbound left turn. Cannon indicated that Shell was interested in working with Quik Trip to clean up their access points, i.e., consolidating the northerly access point, and limiting their other access points to the south. Keen thought that by consolidating the access points, it would make the grandfathered accesses to Shell work in a better way, and adhere more closely to the County's access ordinance. Cannon added that it would allow Shell to gain access to Midpoint Road through the Quik Trip parcel.

Lee Cannon walked the committee through the Traffic Impact Study that was performed by CBB. He has done 60 to 70 sites for Quik Trip in the Midwest. After describing some of the geometrics at the site, he opined that the proposed access would be a good compromise to allow an existing business to continue to operate with better access than they have now; and would also provide good access for Quik Trip. Gengler asked if they had considered just a right in / right out on Ridge, and then a north/south road through the Quik Trip site that would serve Shell and Quik Trip's commercial retail lot. Cannon pointed out that the most difficult movement is a left out from a side street. He thought that as long as there was a northbound storage lane for the vehicles to stack on Ridge, it would be the most convenient. Gengler argued that it wasn't a big deal for Shell station traffic to go through the Quik Trip site. Koukol thought that Shell would not want a raised median on Ridge Road. Keen thought that Shell truck traffic might try turning left into their southern access, which would be much less desirable. Bachman indicated that all the committee members had a similar concern about congestion along this stretch of Ridge Road, and the difficulty in allowing left turns from Ridge Road, except at Midpoint Road.

Keen asked Cannon about the traffic projections for the Quik Trip site. Cannon indicated that they had done traffic counts in the proximity of the site. They had then projected a 1% compounded increase in background traffic over the next 20 years (22% overall), as well as increases due to buildout of industrial properties related to the warehousing to the north and west. Gengler and Keen discussed possible access to the west side of the parcel; but Keen indicated that area was reserved for storm water detention. Koukol asked if Quik Trip owned all the property or if they had just bought an option. Keen stated that Quik Trip was the owner. Committee and petitioner then discussed the difficulties for Shell once the northerly access to Ridge is shut off. Koukol pointed out that there have been several other commercial properties that have been denied access to other major county highways, including Galena Road and Orchard Road. He also noted that the County loaned Minooka money to bring water and sewer under I-80 to serve the commercial and industrial areas north of I-80 in Kendall County. Finally, he was not supportive of any access to Ridge Road for the Quik Trip site.

Klaas reviewed the County's Access Ordinance. Ridge Road is classified as an Access 1 Highway, requiring ½-mile spacing for full access intersections. The distance between the interchange and Midpoint Road is a little over 900', and any proposed access to Ridge would be just 450' from Midpoint. This would be a huge variance. Klaas stated that Kendall County was the fastest growing county in the nation for 10 years; and was then the fastest growing county in Illinois for another 10 years. He noted that the average daily traffic on Ridge Road in 1984 was just 1850 vehicles. In 2002 it was 7200. And today it stands at over 24,000. In the last 20 years, traffic has more than tripled. This is staggering. He pointed to what happened in Grundy County; how they had allowed full access to the Pilot Truck Stop. That full access was later taken away and pushed further away from the interchange because traffic was so congested. The Village then built a median down the middle of Ridge Road and turned the old full access into a right in / right out. This situation in Kendall County is very similar to what happened in Grundy County. He also stated that the Shell Station was likely in violation of the County's Access Ordinance because they had a significant change in trip generation when they started allowing trucks to fuel and park on their site. He wondered if giving Quik Trip more than right in / right out access was fair to the property owners on the east side of Ridge, who will then be shut out from getting any additional access. Finally, he noted that the tapers for the proposed northbound left turn lanes do not meet IDOT policy. Trucks will have a very difficult time getting into the storage lanes; and you might only get two trucks stacked before you run out of room. Klaas

stated that he was supportive of a single right in / right out between the interchange and Midpoint Road that would serve all users on the west side; or a right out only to serve Quik Trip.

Keen said that she was led to believe that there was going to be a median constructed on Ridge Road in the near future. Klaas stated that there weren't immediate plans to build a median, although he would like to see one in the future to limit access. Keen reiterated that she thought Quik Trip's proposal was a good solution or compromise to the bad access situation that exists now; and if they are denied access, they will be shutting off Shell's access on the north. She added that their traffic study confirms that their proposal will work. Bachman stated that he just couldn't support the proposed access, noting that it goes against the County's ordinance. Gengler asked if the petitioner could propose another diagram of another option that the County could look at. Koukol didn't think that the Board is supportive of the variance, knowing what we know about the growth in this area. Bachman stated that it wasn't Quik Trip's proposal that was the problem; rather, the existing access to the Shell that is causing most of the issues.

Cannon asked what alternative could be presented to the County. Gengler wanted to pursue access to the commercial lot and the Shell Station from Midpoint Road. Keen thought that if there wasn't access to Ridge, the commercial lot would probably not be viable. Cannon emphasized the need for convenience. Gengler didn't think it would be that big of a deal to come off Midpoint and go through the Quik Trip. Gengler also thought that the increases in traffic going south will be advantageous to Quik Trip. Keen acknowledged that there might be some additional traffic from the north; but the emphasis is completely on the traffic coming off I-80. Koukol described a similar operation in Pontiac that had even more difficult access and it was still workable.

Motion Bachman; second Gengler to call the question on this issue. Motion approved unanimously. Vote on the issue of granting a variance was denied unanimously by roll call vote. Keen indicated that Quik Trip was still going to pursue building at this site, because they have invested so much time and money in the project. But they will move forward with closing the existing access on Ridge Road and will put all their access on Midpoint Road.

Motion Bachman; second Koukol to recommend approval of an Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the Oswegoland Park District for installation of a crosswalk along the Fox River Trail (2023). Motion approved unanimously.

Motion Bachman; second Koukol to recommend approval of an Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the Village of Montgomery for installation of a path south of U.S. Route 30 (2023). Motion approved unanimously. Koukol asked about the timing of the pedestrian bridge across Route 30, and whether the Village had asked the County for any funds. Klaas was unsure of when that would be built. He also indicated that Montgomery has not yet asked the County for TAP funds.

Bachman discussed the idea of expanding some of the funding and rules for the Kendall County Transportation Alternatives Program. Gengler asked where the money comes from for the KC-TAP. Klaas stated that it all comes from the Sales Tax Fund. Each year a specific amount is budgeted and transferred from Sales Tax to KC-TAP. Koukol confirmed that the program started at \$50,000 and has recently been increased to \$75,000 per year. Klaas discussed the changes in IDOT's Complete Streets Program, which now pays for 100% of new paths and

sidewalks along State Highways. This will likely lead to the need for more maintenance dollars for these facilities in the future. Committee members discussed ideas for improving the program, the total annual transfer, and the maximum allowed per project. Consensus was reached to increase the annual transfer to \$150,000, the maximum per project amount to \$100,000, a maximum of up to 75% of project costs, and including maintenance-type projects as eligible. Klaas stated that he would work with the State’s Attorney Office to bring back these changes to a future committee for action.

Bachman introduced a problem regarding an individual that is leaving multiple garbage totes along a county highway year-round. The owner never takes the totes back to his house. It can become an issue during snow plowing and is also unsightly. Koukol asked if anyone had talked to this individual. Klaas stated he thought the Operations Manager had. He also didn’t know if the County had any ordinances against this. He contacted the City of Yorkville a couple times – because this is within the city limits – but they did not get back to him. Koukol thought it would be silly to create a new county ordinance for a single problem; and suggested that someone just go talk to this person.

In other business, Gengler thanked everyone at the Highway Department for providing such a wonderful ribbon cutting event for the Eldamain Bridge. He thought everything was really top notch.

Koukol thanked the committee for sticking together on the access petition addressed earlier in the meeting. He indicated he would be more than willing to consider other alternatives if Quik Trip comes back with a new plan.

Motion Koukol; second Gengler to forward Highway Department bills for the month of June in the amount of \$1,114,684.97. Motion approved unanimously.

Motion Gengler; second Koukol, to adjourn the meeting at 4:48 P.M. Motion carried unanimously.

Respectfully submitted,



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

### **Action Items**

1. Intergovernmental Agreement for Kendall County Transportation Alternatives Program (“KC-TAP”) funding grant to the Oswegoland Park District for installation of a crosswalk along the Fox River Trail (2023)
2. Intergovernmental Agreement for Kendall County Transportation Alternatives Program (“KC-TAP”) funding grant to the Village of Montgomery for installation of a path south of U.S. Route 30 (2023)

**INTERGOVERNMENTAL AGREEMENT FOR  
GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES** (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the **Municipality**.

**WITNESSETH:**

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

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

**WHEREAS**, in an effort to reduce costs to the taxpayers of Kendall County, the parties hereby enter into this intergovernmental agreement wherein Kendall County agrees to provide certain GIS support services for **Municipality**; and

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

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

2. Kendall County agrees to provide the following GIS support services to **Municipality** pursuant to the terms of this Agreement, including:

- a. To provide access to GIS portal,
- b. To provide GIS data maintenance to **Municipality's** data,
- c. To update **Municipality's** GIS data throughout **Municipality's** Service Area,
- d. To permit Kendall County GIS staff to attend training for GIS systems, provided **Municipality** and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.

e. To provide GIS services outlined in Paragraphs 2a-d above for **Municipality's** special service projects, when requested by **Municipality**, and upon receiving at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.

f. To track time spent performing services outlined above in Paragraph's 2-a-e and to generate a quarterly invoice for all **Municipality** approved GIS services.

3. As consideration for the services to be performed pursuant to the terms of this Agreement, **Municipality** agrees to the following:

a. Any GIS support services provided by Kendall County must be pre-approved by Municipality and shall be billed to Municipality at a rate of \$60 per hour. Municipality shall make payments on quarterly invoices prepared by Kendall County staff.

b. To pay for all training and associated travel expenses for Kendall County's employees to attend training about GIS systems, provided the training and associated travel expenses are pre-approved by Municipality and Kendall County. Municipality agrees to reimburse Kendall County for such expenses.

c. To promptly reimburse Kendall County for all other expenses that Kendall County incurs on Municipality's behalf while performing the GIS support services set forth above in this intergovernmental agreement. Municipality agrees to reimburse Kendall County for such expenses. Kendall County agrees to notify Municipality prior to incurring any billable expense, except in the event of an emergency in which case Kendall County agrees to notify Municipality about the billable expense as soon as practicable.

d. To make all payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

e. Except as expressly set forth in Paragraphs 3(a) through 3(c) of this Agreement, the parties agree that Municipality shall not be responsible for labor costs and County resources (i.e., computers, networks, telephones, etc.) incurred by the County's employees while the County employees perform the services set forth in this Agreement.

4. Municipality understands and agrees that Kendall County maintains sole and absolute discretion whether to provide to Municipality the GIS support services listed in Paragraph 2. Municipality understands and agrees that Kendall County's ability to provide the GIS services listed in Paragraph 2 is contingent on Kendall County's maintaining sufficient software, hardware, employees, licenses, subscriptions, services, and equipment. If Kendall County, in its sole discretion, determines it lacks sufficient software, hardware, employees, licenses, subscriptions, services, or equipment to provide any of the GIS services, Kendall County shall not be under any

obligation to provide the GIS services nor shall Kendall County be obligated to maintain sufficient software, hardware, employees, license, subscriptions, services, and equipment. Kendall County shall make all decisions regarding the acquisition or hiring of all software, hardware, employees, licenses, subscriptions, services, and equipment.

5. Kendall County does not guarantee the accuracy of any of the GIS support services it may provide to **Municipality**. To the fullest extent permitted by law, Kendall County disclaims all express or implied warranties, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

6. The parties agree to the following terms in order to maintain the security and confidentiality of Kendall County's and **Municipality's** records defined as "confidential information":

a. To the extent permitted by law, if a party to this Agreement is granted access to another party's records (and the data contained in these records) in order to perform the GIS services set forth in this Agreement, either party shall not duplicate and/or disseminate (by publication or otherwise) said records (and the data contained therein) to any other individual, business or entity without the prior written approval of either party.

b. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request shall respond to the request in accordance with the law and shall notify the other party so that it may assert whatever rights it may possess. To the extent permitted by law, a party to this Agreement shall not release any of either party's records to a third party without the prior written approval of the party or as required pursuant to court order.



c. The parties agree to implement all measures deemed reasonably necessary by agreement of the parties to safeguard the confidentiality of either party's records.

7. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement by providing at least one hundred eighty (180) calendar days advance written notice to all other parties of the then current term.

8. To the extent permitted by law, **Municipality** shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the Releasees may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the GIS support services Kendall County provides to **Municipality**. 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. Releasees' participation in their defense shall not remove **Municipality**'s duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

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

10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

*If to the County:* Chairman of the Kendall County Board  
111 W. Fox Street  
Yorkville, Illinois 60560

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

***If to Municipality***

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

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

10. This Agreement represents the entire agreement between the parties as it relates to GIS support services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the GIS support services to be provided by Kendall County to **Municipality**. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to GIS support services and may not be further modified except in writing.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers as of the date of last signature.

**County of Kendall, Illinois**

**Municipality**

By: \_\_\_\_\_  
Chair, Kendall County Board

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

*Attest:*

*Attest:*

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

\_\_\_\_\_  
Secretary

# Fee Agreement

This Agreement is made this 1st day of July, 2023, between KENDALL COUNTY, ILLINOIS, a unit of local government with its principal office located at 111 West Fox Street, Yorkville, IL 60560 hereinafter referred to as the “Client”, and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as “Horton”.

WHEREAS, Horton, together with its affiliated entities (its “Affiliates”), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, the Client desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of July 1, 2023, and shall remain in effect until June 30, 2024, unless earlier terminated as hereinafter provided.
2. Complete fee structure by insurance policy and service category is illustrated in the attached Fee-Based Pricing Proposal (the “Fee”). The Fee shall be compensation for the services performed by Horton as described in the attached Fee-Based Pricing Proposal. The Fee is guaranteed for the contract period (1 year), and can be renewed for an additional two (2) years subject to a 3% increase per year.

The Brokerage Services monthly fee set forth in the Fee shall be earned and paid on a monthly basis in which services are performed by Horton. Horton will issue an invoice to Client on, before or around the 1<sup>st</sup> of each month under the Agreement starting on July 1, 2023. Payment shall be made by the Client in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 5050/1 et seq.).

3. The Fee is in addition to standard agent commissions normally paid to Horton by the Vision, Voluntary Critical Illness and Voluntary Accident insurance carriers involved. Should Client add additional voluntary, supplemental, retiree programs, or the life, the Fee would be in addition to standard agent commission normally paid to Horton by the related insurance carriers.

The Fee is in lieu of standard agent commissions normally paid to Horton by the Medical/RX, Dental, Life and Voluntary Life insurance carriers involved.

Horton may receive additional compensation from the insurance companies or vendors, including wellness partners, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, Horton is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.

4. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. It is understood that this Agreement is open to review at any time by either party, but this Agreement may not be modified except in writing acknowledged by both Client and Horton. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written

# Fee Agreement

consent of the other party. Either party may terminate this Agreement at any time by providing at least ninety (90) calendar days advance written notice to the other party. In the event this Agreement is terminated early by either party, all unearned amounts of the Fee previously paid to Horton will be refunded to the Client based on a pro rata calculation on the effective date of termination. So, for example, if Client paid the first 90 days of the Fee, and Client terminated the agreement on the 76<sup>th</sup> day after the parties execution of the Agreement, Horton would refund to Client the pro rata share of its unearned Fee, which would be the equivalent of 15 days of the Fee.

5. This Agreement covers only those specifically listed services set forth in Appendix A and the Client's current level of underlying operations. In the event the Client increases or alters its operations in such a way that substantially and materially expands the scope of services set forth in Appendix A, any extra fees for such additional services requested or required by the Client shall be separately negotiated and must be pre-approved in writing by the Client.
6. (a)
  - I. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions, which can be given effect without the invalid provision. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
  - II. Horton shall indemnify, hold harmless and defend the counsel of Client's own choosing, Client, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgements, 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 to the extent such claims result from the professional negligence of Horton and/or Horton's Affiliates. Nothing contained herein shall be construed as prohibiting the Releasees at its own expense 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, no attorney may be assigned to represent the Releasees unless the attorney has been approved by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Horton's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
  - III. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Client is required to take legal action to enforce performance at any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Client is required to use the services on an attorney, then Client shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Client pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

# Fee Agreement

- IV. Client and/or Horton'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.
- V. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or courier service and received in the case of notice to Client, Attention: Kendall County Clerk, 111 West Fox Street, Yorkville, IL 60560, with a copy sent via regular mail to Kendall County State's Attorney, 807 West John Street, Yorkville, IL 60560. And, in the case of Horton, to: BFKPN Corporate Services, Inc., 200 West Madison Street Suite 3900, Chicago, IL 60606, with a copy sent via regular mail to: Dan Horton, The Horton Group, Inc., 10320 Orland Parkway, Orland Park, IL 60467.

(b)

- I. Horton and its Affiliates agree to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required to conduct business in the state, municipality, county and location.
- II. Horton, its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- III. Horton certifies that Horton, its parent companies, subsidiaries, and Affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/3E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 830 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Horton further certifies by signing the Agreement that Horton, 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 Horton 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.
- IV. Both parties affirm that Client's elected officials do not have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, or, if any of the Client's elected officials do have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

# Fee Agreement

KENDALL COUNTY, ILLINOIS

THE HORTON GROUP, INC.

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

By: Kenneth Olson

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

Name: Kenneth Olson

Its: \_\_\_\_\_

Its: Division President

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

Date: 5/23/23

The Horton Group is an Equal Employment Opportunity Employer

# Consulting Services for Kendall County

Service Categories	Compensation Structure
<p>Strategic Planning and Market Insight; Financial and Benefit Analytics; Employee Benefit Compliance Support; Human Resource Assistance; Worksite Wellness Initiatives; Employee Claims and Billing Advocacy and Administration Assistance</p> <p><b>Lines of Coverage:</b></p> <ul style="list-style-type: none"> <li>• <b>Medical &amp; Rx*</b></li> <li>• <b>Dental*</b></li> <li>• <b>Life*</b></li> <li>• <b>Voluntary Life*</b></li> </ul> <ul style="list-style-type: none"> <li>• <b>Critical Illness</b></li> <li>• <b>Voluntary Accident</b></li> <li>• <b>Vision</b></li> </ul> <p><i>*This fee represents compensation for identified services rendered under this proposal. Each and any <u>new</u> Benefit Programs established through our engagement (Ancillary, Voluntary Benefits, Retirement, Retiree Carve Out Benefit, etc.) will be subject to compensation independent of any fee agreement arising from this proposal.</i></p>	<p><b><u>*Fee in Lieu of Standard commission:</u></b></p> <p><b>7/1/2023 – 6/30/2024: \$3,693 / month</b></p> <p><b>Option to renew for two (2) additional years: 3% increase each year.</b></p> <p><b>Standard carrier commissions apply and are fully disclosed</b></p>

APPENDIX A



# Consulting Services for Kendall County

Strategic Planning and Market Insight	Included
<p>Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Board Room for intermediate and long-term planning in the following areas:</p> <ul style="list-style-type: none"> <li>• Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts</li> <li>• Compliance Assessment / Audit</li> <li>• Affordable Care Act (ACA) “Pay or Play” Options and Strategies</li> <li>• Market Trends and Forecasting</li> <li>• Benefit Philosophy Development</li> <li>• Benefit Design and Cost Sharing Benchmark: Industry and Employer Size</li> <li>• Exploration of 4-tier and Defined Contribution Cost Sharing Models</li> <li>• Eligibility Management Review: Working Spouse Carve-Out / Incentive Provisions</li> <li>• Private Health Insurance Exchange Options- ICHRA, Family Glitch</li> <li>• “Bend The Trend” Best Practices</li> <li>• High Deductible Health Plan Strategies (HSA, HRA, Gap Planning)</li> <li>• Engagement Strategies for Worksite Wellness / Early Detection</li> <li>• Voluntary Worksite Benefit Strategies</li> <li>• Alternate Funding Techniques (Self- Funding, Captives)</li> </ul>	
Financial and Benefit Analytics	Included
<p><b>After Fourth Quarter - Plan Year End - Site Visit</b></p> <ul style="list-style-type: none"> <li>• Executive Healthcare Cost Analysis - year-end close out showing plan performance plus: <ul style="list-style-type: none"> <li>• State of the Healthcare Market</li> <li>• Analytics Review: Medical, Rx</li> <li>• Demographic Review</li> <li>• Plan Costs vs. Expected vs. Maximum (per capita)</li> <li>• Industry or carrier benchmarks (where available)</li> <li>• Plan administrative costs (per capita)</li> <li>• High-cost claimants</li> <li>• Utilization by service type (professional, in-patient, out-patient, pharmacy, Rx generic, name brand, specialty pharmacy and J-Code drugs)</li> <li>• Office visits per thousand</li> <li>• Emergency room visits per thousand and cost.</li> <li>• Top Medical diagnostic categories</li> <li>• Top 10 pharmacy charges</li> <li>• Year-end summary of plan and contribution changes</li> <li>• Year-end summary of migration and analysis of cost impact</li> <li>• Utilization Containment Strategies 3–5-year considerations</li> </ul> </li> </ul>	

# Consulting Services for Kendall County

<p><b>After Second Quarter of Plan Year – Pre-Renewal Strategy Meeting – Site Visit</b></p> <ul style="list-style-type: none"><li>• Key Performance Indicators</li><li>• Network Utilization and Discounts</li><li>• High-Cost Claimants</li><li>• Overall Plan Performance</li><li>• Report from: Blue Insight, Decision Master Warehouse</li><li>• Renewal Forecasting and Suggested Plan Alternatives</li><li>• Plan Design Benchmarking</li><li>• Retiree Carve Out Analysis</li><li>• PBM Carve Out Analysis (depending on data availability and group size)</li><li>• Strategy Recommendations for Renewal<ul style="list-style-type: none"><li>• plan design, employee cost sharing, product, carrier, network, funding techniques, GAP, HRA options.</li></ul></li></ul>	
<p><b>Renewal Market Analysis</b></p> <ul style="list-style-type: none"><li>• Prepare Renewal Specifications – ACA Compliant</li><li>• Seek Quotes to Analyze and Compare Market</li><li>• Negotiate Renewal and Market Pricing with Carriers/Vendors</li><li>• Present Findings to Client</li></ul>	

# Consulting Services for Kendall County

<p><b>ACA Impact Analysis -- Midterm (TBD) Site Visit</b></p> <ul style="list-style-type: none"> <li>• Penalty 4980H (a) and (b) Impact</li> <li>• Patient Centered Effectiveness Research Tax (PCORI)</li> <li>• Employee Eligibility Determination</li> <li>• Strategies to Mitigate Rising Cost</li> </ul> <p><b>Wellness Screening Reports</b></p> <ul style="list-style-type: none"> <li>• Wellness Screening Summary and Forecast</li> <li>• Horton Health Initiatives Integration Report</li> </ul>	
<p><b>Additional Services – Financial</b></p>	<p><b>TBD</b></p>
<p><b>Third Party Services</b></p>	
<p><b>Compliance Support</b></p>	<p><b>Included</b></p>
<p><b>Designated Account Executive to assist with Health Care Reform News, Review of Compliance Requirements and Support Questions as requested:</b></p> <ul style="list-style-type: none"> <li>• COBRA</li> <li>• 5500</li> <li>• FMLA</li> <li>• HIPAA</li> <li>• HIPAA Privacy</li> <li>• ADA</li> <li>• Section 125</li> <li>• Medicare Part D</li> <li>• CHIPRA</li> <li>• ACA</li> </ul>	

# Consulting Services for Kendall County

Administrative Services – Compliance	
<ul style="list-style-type: none"> <li>• 5500 Data Collection</li> <li>• 5500 Preparation (Outside Service)</li> <li>• COBRA Administration (Outside Service)</li> <li>• Plan Document and Group Policy/SPD/Certificate Review</li> <li>• Compliance Assessment / Audit</li> <li>• Horton Agency Engagement in Health Care Legislation on State and Federal Level and report findings</li> <li>• Model Notices (including ACA)</li> <li>• FMLA Administration</li> <li>• SPD Wrap Document</li> <li>• FSA Administration</li> </ul>	<p>N/A                      N/A                      Included                      Included                      Included                      Included                      -----                      Included                      TBD                      Included                      TBD</p>

# Consulting Services for Kendall County

Other Services	Included
<p><b><u>Eligibility Management Assistance</u></b></p> <ul style="list-style-type: none"> <li>• Determining Full-Time Status (per ACA)</li> <li>• Vetting of Online Enrollment and Communication Systems</li> <li>• Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility; Spousal Waiver Incentive</li> <li>• Documentation Requirements</li> <li>• Contribution Strategies</li> </ul> <p><b><u>Employee Communication and Services:</u></b></p> <p><b>Open Enrollment Meetings (onsite, virtual, recorded)</b></p> <ul style="list-style-type: none"> <li>• Custom PowerPoint Presentation</li> <li>• Benefit Summary Guides</li> <li>• Call Center Options - available at additional cost</li> </ul> <p><b>Benefit Technology through Employee Navigator including Online Enrollment and EDI Carrier Feeds</b></p> <p><b>Designated Horton Employee Claims Advocate / Product Support Specialist</b></p> <p><b><u>Employer Services:</u></b></p> <p><b>HR Benefits Portal (Mineral – Think HR)</b></p> <p>HR-related articles</p> <ul style="list-style-type: none"> <li>• Access to a community of HR Professionals</li> </ul> <p><b>Claims, Billing, Eligibility Assistance, Benefit Administration Assistance</b></p> <p><b>Benefit Education and Communication</b></p> <ul style="list-style-type: none"> <li>• Healthcare Literacy</li> <li>• Benefit Alerts</li> <li>• Compliance – Legislative Alerts</li> <li>• Horton Wellness Newsletter – Portal</li> </ul>	
Horton Wellness Consulting	Included
<p><b>Initial Workplace Wellness Assessment</b></p> <p><b>Implementing the Fundamentals</b></p> <ul style="list-style-type: none"> <li>• Health Assessment</li> <li>• Wellness Portal</li> <li>• Health Management Education                             <ul style="list-style-type: none"> <li>• Develop Incentives and Rewards</li> </ul> </li> </ul> <p><b>Define Additional Objectives &amp; By-laws</b></p> <ul style="list-style-type: none"> <li>• Three Year Plan Timeline</li> <li>• Incentive Contribution Modeling</li> <li>• Organize and Initiate Wellness Committee</li> <li>• Health Improvement Incentive Options</li> </ul>	



# Consulting Services for Kendall County

## Additional Expertise Available Through Horton

### **WORKSITE - Voluntary Benefits**

The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability and supplemental vision, dental and high deductible health plan gap plans including critical illness and accident insurance.

### **Personal Lines**

Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net worth individuals

### **Property & Casualty / Risk Management Services**

Horton Risk Management Services provides property, general liability, automobile, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.

### **Safety Consulting and Loss Control**

From employee orientation and training to jobsite inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation

### **Financial Wellness**

By partnering with Cerity Partners, Horton has deepened its resources to include ERISA expertise and can assist organizations with their retirement services to maximize the organizations fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees.

There are three key pillars to our service platform:

- Fiduciary Oversight
- Investment Advisory
- Financial Wellness Coaching & Ongoing Plan Review

## **NEW PROPOSED POLICY FOR COUNTY HANDBOOK**

### **Section 9.5. Criminal History Record Information (CHRI) Proper Access, Use and Dissemination Procedures**

#### **A. Purpose**

The intent of the following policies is to ensure the protection of the Criminal Justice Information (CJI) and its subset of Criminal History Record Information (CHRI) until such time as the information is purged or destroyed in accordance with applicable record retention rules.

#### **B. Scope**

The scope of this policy applies to any electronic or physical media containing FBI CJI while being stored, accessed, or physically moved from a secure location from the County. In addition, this policy applies to any authorized person who accesses, stores, and/or transports electronic or physical media.

#### **C. Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)**

CJI is the term used to refer to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

CHRI, is a subset of CJI and for the purposes of this document is considered interchangeable. Due to its comparatively sensitive nature, additional controls are required for the access, use, and dissemination of CHRI. In addition to the dissemination restrictions outlined below, Title 28, Part 20, Code of Federal Regulations (CFR), defines CHRI and provides the regulatory guidance for dissemination of CHRI.

#### **D. Proper Access, Use, and Dissemination of CHRI**

Information obtained from the Interstate Identification Index (III) is considered CHRI. Rules governing the access, use, and dissemination of CHRI are found in Title 28, Part 20, CFR. The III shall be accessed only for an authorized purpose. Further, CHRI shall only be used for an authorized purpose consistent with the purpose for which III was accessed. Dissemination to another agency is authorized if (a) the other agency is an Authorized Recipient of such information and is being serviced by the accessing agency, or (b) the other agency is performing noncriminal justice administrative functions on behalf of the authorized recipient and the outsourcing of said functions has been approved by appropriate CJIS Systems Agency (CSA) or State Identification Bureau (SIB) officials with applicable agreements in place.

#### **E. Personnel Security Screening**

Access to CJI and/or CHRI is restricted to authorized personnel. Authorized personnel is defined as an individual, or group of individuals, who have been appropriately vetted through a national fingerprint-based record check and have been granted access to CJI data. Agencies located within states having passed legislation authorizing or requiring civil fingerprint-based background checks for personnel with access to CHRI for the purposes of licensing or employment shall submit fingerprint-based record check within 30 days of employment or assignment on all personnel with who have direct access to CJI, those who have



direct responsibility to configure and maintain computer systems and networks with direct access to CJI, and any persons with access to physically secure locations or controlled areas containing CJI. Agencies located within states without this authorization or requirement are exempted from the fingerprint-based background check requirement until such time as appropriate legislation has been written into law.

#### **F. Security Awareness Training**

Basic security awareness training shall be required within six months of initial assignment, and biennially thereafter, for all personnel who have access to CJI.

#### **G. Physical Security**

A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls.

Only authorized personnel will have access to physically secure non-public locations. The County will maintain and keep current a list of authorized personnel. All physical access points into the County's secure areas will be authorized before granting access. The County will implement access controls and monitoring of physically secure areas for protecting all transmission and display mediums of CJI. Authorized personnel will take necessary steps to prevent and protect the County from physical, logical and electronic breaches.

#### **H. Media Protection**

Controls shall be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CJI.

The County shall securely store electronic and physical media within physically secure locations or controlled areas. The County shall restrict access to electronic and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data shall be encrypted.

#### **I. Media Transport**

Controls shall be in place to protect electronic and physical media containing CJI while in transport (physically moved from one location to another) to prevent inadvertent or inappropriate disclosure and use. The County shall protect and control electronic and physical media during transport outside of controlled areas and restrict the activities associated with transport of such media to authorized personnel.

#### **J. Media Sanitization and Disposal**

When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, hard copies, printouts, and other similar items used to process, store and/or transmit FBI CJI shall be properly disposed of in accordance with measures established by the County.

Physical media (print-outs and other physical media) shall be disposed of by one of the following methods:

- 1) shredding using County approved shredders.
- 2) placed in locked shredding bins for a County authorized shredding service to come on-site and shred, witnessed by County personnel throughout the entire process.
- 3) incineration using County approved incinerators or witnessed by County personnel onsite at the approved incineration site, if conducted by non-authorized personnel.

Electronic media (hard-drives, tape cartridge, CDs, printer ribbons, flash drives, printer and copier hard drives, etc.) shall be disposed of by one of the following methods:

- 1) **Overwriting (at least 3 times)** - an effective method of clearing data from magnetic media. As the name implies, overwriting uses a program to write (1s, 0s, or a combination of both) onto the location of the media where the file to be sanitized is located.
- 2) **Degaussing** - a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Note that common magnets (e.g., those used to hang a picture on a wall) are fairly weak and cannot effectively degauss magnetic media.
- 3) **Destruction** – a method of destroying magnetic media. As the name implies, destruction of magnetic media is to physically dismantle by methods of crushing, disassembling, etc., ensuring that the platters have been physically destroyed so that no data can be pulled.

IT systems that have been used to process, store, or transmit FBI CJI and/or sensitive and classified information shall not be released from the County's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.

## **K. Account Management**

The County shall manage information system accounts, including establishing, activating, modifying, reviewing, disabling, and removing accounts. The County shall validate information system accounts at least annually and shall document the validation process.

All accounts shall be reviewed at least annually by the designated CJIS point of contact (POC) or their designee to ensure that access and account privileges commensurate with job functions, need-to-know, and employment status on systems that contain Criminal Justice Information. The POC may also conduct periodic reviews.

## **L. Remote Access**

The County shall authorize, monitor, and control all methods of remote access to the information systems that can access, process, transmit, and/or store FBI CJI. Remote access is any temporary access to an County's information system by a user (or an information system) communicating temporarily through an external, non-agency controlled network (e.g., the Internet).

The County shall employ automated mechanisms to facilitate the monitoring and control of remote access methods. The County shall control all remote accesses through managed access control points. The County

may permit remote access for privileged functions only for compelling operational needs but shall document the rationale for such access in the security plan for the information system.

Utilizing publicly accessible computers to access, process, store or transmit CJI is prohibited. Publicly accessible computers include but are not limited to: hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

#### **M. Personally Owned Information Systems**

A personally owned information system shall not be authorized to access, process, store or transmit CJI unless the County has established and documented the specific terms and conditions for personally owned information system usage. A personal device includes any portable technology like camera, USB flash drives, USB thumb drives, DVDs, CDs, air cards and mobile wireless devices such as Androids, Blackberry OS, Apple iOS, Windows Mobile, Symbian, tablets, laptops or any personal desktop computer. When bring your own devices (BYOD) are authorized, they shall be controlled using the requirements set forth in this policy.

#### **N. Reporting Information Security Events**

The County shall promptly report incident information to appropriate authorities to include the state CSA or SIB's Information Security Officer (ISO). Information security events and weaknesses associated with information systems shall be communicated in a manner allowing timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the County shall employ automated mechanisms to assist in the reporting of security incidents. All employees, contractors and third party users shall be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of the County's assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

#### **O. Policy Violation/Misuse Notification**

Violation of any of the requirements contained in this Policy or any violations of Title 28, Part 20, CFR, by any authorized personnel will result in suitable disciplinary action, up to and including loss of access privileges, possible civil and criminal prosecution and/or termination.

Likewise, violation of any of the requirements contained in this Policy or Title 28, Part 20, CFR, by any visitor can result in similar disciplinary action against the sponsoring employee, and can also result in termination of services with any associated consulting organization or possible prosecution in the case of criminal activity.

## NEW PROPOSED POLICY FOR COUNTY HANDBOOK

### **Section 9.6. Generative Artificial Intelligence (AI) Chatbot Usage Policy**

#### **A. Purpose**

With the increasing popularity of generative AI chatbots such as OpenAI's ChatGPT and Google's Bard, it has become necessary to outline the proper use of such tools while working with the Employer. While we remain committed to adopting new technologies to aid our mission when possible, we also understand the risks and limitations of generative AI chatbots and want to ensure responsible use. Our goal is to protect employees, Executives, the public, and Kendall County from harm.

#### **B. Overview**

While AI chatbots can be used to perform a variety of functions, this policy addresses only the use of a web-based interface to ask or "prompt" the chatbot in a conversational manner to find answers to questions or to create or edit written content.

Some examples of what could be created using an AI chatbot include:

- Emails and letters.
- Blog posts, reports and other publications.
- Sales and advertising copy.
- Policies and job descriptions.
- Spreadsheet calculations.
- Foreign language translations.
- Coding development or debugging.
- Document or information sorting.
- Outlines or summaries of internal or external information.

There are, however, risks in using this technology, including uncertainty about who owns the AI-created content and security/privacy concerns with inputting proprietary information or sensitive information about an employee, elected official, a member of the public, etc., when interacting with the chatbot. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, misleading or—in some cases—fabricated.

#### **C. Eligibility**

This policy applies to all employees and to all work associated with the Employer that those employees perform, whether on or off the Employer's premises.

#### **D. Policy**

The use of generative AI chatbots will be allowed while performing work for the Employer, provided such use complies with this Policy and all other policies set forth in this

Employee Handbook. Kendall County email addresses, credentials and phone numbers cannot be used to create an account with these technologies. No proprietary data and/or any other confidential data may be submitted (copied, typed, etc.) into these platforms.

Employees wishing to use generative AI chatbots should discuss the parameters of their use with their applicable Executive. Executives may approve, deny, or modify those parameters as best meets the Employer's policies, legal requirements, and other operational needs.

All AI chatbot-generated content must be properly cited, as must the use of AI chatbot-generated content when used as a resource for the employee's work, except for general correspondence such as email.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the chatbot, that information cannot be used for work purposes.

Any violation of this policy will result in disciplinary action, up to and including termination of employment.

#### **E. Training**

All employees using AI chatbots for work purposes must be trained on the proper use of these technologies before using them. All questions related to this training should be addressed with the applicable Human Resources Representative and/or the Director of Kendall County's Information, Communication and Technology Department.

#### **F. Ethical Use**

Employees must use generative AI chatbots in accordance with all the Employer's conduct and antidiscrimination policies. These technologies must not be used to create content that is inappropriate, discriminatory, or otherwise harmful to others or to the Employer. Such use will result in disciplinary action, up to and including termination of employment.

#### **G. Monitoring**

The Employer's Technology and Record Retention Policies set forth in this Employee Handbook still apply when using generative AI chatbots with the Employer's equipment.



# KENDALL COUNTY, ILLINOIS

## SEPARATION OF EMPLOYMENT/FINAL PAYCHECK FORM

To ensure that you timely receive your final paycheck, please complete this form and email it to [Benefits@kendallcountyil.gov](mailto:Benefits@kendallcountyil.gov) **at least two (2) business day before your last day of employment.**

Last Name: _____	First Name: _____
ID #: <sup>1</sup> _____	Job Title: _____
Job Title: _____	Department/Office: _____
Last Day of Work: _____	Last Day of Employment: _____

**Employee's Contact Information:**

Mailing Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Personal Email: \_\_\_\_\_

Any updates to the above should be sent to [Benefits@kendallcountyil.gov](mailto:Benefits@kendallcountyil.gov)

**Please review and initial to confirm your understanding:**

\_\_\_\_\_ Your final paycheck will include all accrued but unused vacation and compensatory time pursuant to Kendall County's policies. **To review your final vacation and compensatory balances, please request the information from your supervisor before your last day of employment.**

\_\_\_\_\_ By initialing here, you authorize Kendall County to establish an account for you to access your final paystub and tax information in the Employee Self Service Portal. **This account will not be established until you complete this entire form and email it to: [Benefits@kendallcountyil.gov](mailto:Benefits@kendallcountyil.gov).**

Your account's username will be your employee ID #. The ICT Department will email your temporary password to your personal email address listed above within two (2) weeks after receipt of your completed form. If you do not receive it, please email [TechnologyServices@kendallcountyil.gov](mailto:TechnologyServices@kendallcountyil.gov).

**Please check one to confirm how you would like to receive your final paycheck:**

\_\_\_\_\_ I would like my final check to go via direct deposit to the account on file with payroll.

\_\_\_\_\_ I will pick up my final paycheck at the Kendall County Treasurer's Office. I will contact the Kendall County Treasurer's Office to arrange a time to pick up my final paycheck.

\_\_\_\_\_ Please send my final paycheck to the mailing address set forth above via U.S. mail.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Signed

**FOR ADMINISTRATIVE USE ONLY**

Date received by Payroll: \_\_\_\_\_

Initials: \_\_\_\_\_

<sup>1</sup> Your Employee ID # can be found in the Employee Self Service Portal under "Personal Information".



**KENDALL COUNTY, ILLINOIS  
PERSONNEL FILE REVIEW REQUEST FORM**

**Requester's Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

**Employment Status:** \_\_\_ Current Employee \_\_\_ Former Employee

**As provided by the Illinois Personnel Records Review Act (820 ILCS 40/0.01 et seq.), I hereby request (check one):**

- An opportunity to review and/or copy the documents from my personnel records listed below pursuant to 820 ILCS 40/2.
- Because I am unable to review my personnel records at my employing unit, I request pursuant to 820 ILCS 40/2 that you send me a copy of the documents from my personnel records listed below. I understand that I will be charged for the actual cost of copying these documents, as provided in 820 ILCS 40/3.
- Because a grievance is pending, I ask that the following representative be granted an opportunity to review the documents listed below on my behalf pursuant to 820 ILCS 40/5:  
\_\_\_\_\_.

**The documents I wish to inspect and/or copy are as follows (check one):**

- Any personnel documents which are, have been or are intended to be used in determining my qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action except as provided in Section 10 of the Personnel Records Review Act.
- Only these selected documents (clearly identify specific items you wish to inspect):  
\_\_\_\_\_

**Signature of Requesting Employee:** \_\_\_\_\_

**FOR OFFICE USE ONLY:** *to be completed by Kendall County Human Resources Department*

**Date and Time Request Received:** \_\_\_\_\_ **Processed by:** \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT:** *to be completed by recipient upon receipt of above request records.*

**By signing below, I certify that I received a copy of the requested records on \_\_\_\_\_, 20\_\_\_\_.**

**Recipient's Printed Name:** \_\_\_\_\_ **Recipient's Signature:** \_\_\_\_\_

*Please send completed request form to [HRDepartment@kendallcountyil.gov](mailto:HRDepartment@kendallcountyil.gov).*



## Kendall County Job Description

**TITLE:** Intern  
**DEPARTMENT:** Information and Communication Technology (Geographic Information Systems (GIS) Division)  
**SUPERVISED BY:** Deputy Director of Information and Communication Technology  
**FULL TIME/PART TIME:** Part Time (Hours vary)  
**FLSA STATUS:** Non-Exempt  
**APPROVED/REVISED:** In Process

### I. Position Summary:

This internship provides support to the Information and Communication Technology (ICT) Department, Geographic Information Systems (GIS) Division. During the internship, the intern will gain hands on experience in a broad range of services provided by GIS Division and the ICT Department. Under the supervision of the Deputy Director of ICT, interns may perform comprehensive and complex work in the development, maintenance, and provision of technical support related to production, database maintenance, and implementation of Cadastral and Geographic Information System (GIS) projects and maintain related documentation. This internship may be paid or unpaid and eligible for school credit (at the discretion of the Deputy Director and Director of ICT).

### II. Essential Duties and Responsibilities:

The essential duties for this internship include, but are not limited to the following:

- A.** Provides support to the ICT Department, GIS Division and gains hands-on experience in a broad range of GIS and ICT Department services including, but not limited to the following:
  - 1. Scans, rectifies, and uses images to create maps for departmental and County use.
  - 2. Gathers and verifies field data for utilization in mapping applications.
  - 3. Maintains GIS Datasets as assigned.
  - 4. Maintains documentation of GIS Datasets and GIS Applications as assigned.
  - 5. Explains and interprets division activities and policies to the general public.
  - 6. Uses GIS workstation and technology to prepare new maps and revise existing maps to show accurate boundaries, configurations, and areas of parcels.
  - 7. Performs supervised cadastral duties, as assigned.
  - 8. Performs supervised GIS duties, as assigned.
- B.** Handles confidential matters daily relating to all functions of the Information and Communication Technology Department and GIS Division and maintains confidentiality of such information.
- C.** Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, and the public.
- D.** Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- E.** Complies with all applicable laws, regulations, and County policies and procedures regarding or relating to assigned job duties.
- F.** Provides quality results and is customer focused.
- G.** Maintains regular attendance and punctuality.

## Kendall County Job Description

- H. Performs other duties and responsibilities as assigned.

### III. **Qualifications:**

To perform this internship successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the internship:

**A. Language Skills:**

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents and correspondence.
3. Ability to present information and communicate effectively both orally and in writing with County staff, County officials, and the general public.
4. Requires proficient knowledge of the English language, spelling and grammar and ability to alphabetize.

**B. Mathematical Skills:**

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percentages.
3. Ability to assist with preparation and analysis of statistical data/reports.

**C. Reasoning Ability:**

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.
3. Ability to understand and explain GIS procedures and policies.

**D. Certificates, Licenses, and Registrations:**

1. Current and valid driver's license is preferred.

**E. Other Skills, Knowledge, and Abilities:**

1. Ability to become familiar with industry specific terminology and cartographic standards.
2. Ability to operate a variety of office equipment including, but not limited to, computer, scanner, printer, copier, etc.
3. Ability to build teamwork; organizes, prioritizes, and performs multiple tasks in a timely manner.
4. Has integrity and willingness to learn.
5. Proven time management skills and able to meet deadlines.
6. The ability to display a positive, cooperative, professional, confident, and team orientated attitude.
7. The ability to follow guidance and work independently until project completion.
8. Must be proficient in the use of computers and in Microsoft Office 365 suite (including, but not limited to Microsoft Outlook, Excel, Word, Teams, and PowerPoint).
9. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.

**F. Education and Experience:**

## Kendall County Job Description

1. At least 16 years of age or older; and
2. Either currently enrolled or recently graduated (i.e., within the three (3) months prior to submission of an internship application) from one of the following: high school, or an associate's degree program, undergraduate degree program, or graduate school program at an accredited college or university.
3. Prior academic or work experience related to ESRI ArcGIS and related tools is preferred.

### IV. Physical Demands:

While performing the duties of this internship, the intern must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screen and other electronic devices.
- C. Occasionally lift and/or move up to 40 pounds.
- D. Frequently lift and/or move up to 10 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other County properties to perform assigned responsibilities.

### V. Work Environment:

The work environment characteristics described here are representative of those an intern encounters during this internship. While performing the duties of this internship, an intern may be subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County to perform assigned duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. The intern may be exposed to stressful and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public.
- D. The intern may be required to provide their own transportation to travel to and from the worksite location and other County properties.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Intern's Receipt of Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc: personnel file, intern**

## Kendall County Job Description

**TITLE:** GIS/Cadastral Technician  
**DEPARTMENT:** Information and Communication Technology (Geographic Information Systems (GIS) Division)  
**SUPERVISED BY:** Deputy Director of Information and Communication Technology  
**FULL TIME/PART TIME:** Part Time (Hours vary)  
**FLSA STATUS:** Non-Exempt  
**APPROVED/REVISED:** In Process

### I. Position Summary:

Under the supervision of the Deputy Director of Information and Communication Technology, this position performs comprehensive and complex work in the development, maintenance, and provision of technical support related to production, database maintenance, and implementation of Cadastral and Geographic Information System (GIS) projects and maintain related documentation.

### II. Essential Duties and Responsibilities:

The essential duties for this position include, but are not limited to the following:

- A. Scans, rectifies, and uses images to create maps for departmental and County use.
- B. Gathers and verifies field data for utilization in mapping applications.
- C. Maintains GIS Datasets as assigned.
- D. Maintains documentation of GIS Datasets and GIS Applications as assigned.
- E. Explains and interprets division activities and policies to the general public.
- F. Uses GIS workstation and technology to prepare new maps and revise existing maps to show accurate boundaries, configurations, and areas of parcels.
- G. Performs supervised cadastral duties, as assigned.
- H. Performs supervised GIS duties, as assigned.
- I. Handles confidential matters daily relating to all functions of the Information and Communication Technology Department and GIS Division and maintains confidentiality of such information.
- J. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, and the public.
- K. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- L. Complies with all applicable laws, regulations, and County policies and procedures regarding or relating to assigned job duties.
- M. Provides quality results and is customer focused.
- N. Maintains regular attendance and punctuality.
- O. Performs other duties and responsibilities as assigned.

## Kendall County Job Description

### III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

#### A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents and correspondence.
3. Ability to present information and communicate effectively both orally and in writing with County staff, County officials, and the general public.
4. Requires proficient knowledge of the English language, spelling and grammar and ability to alphabetize.

#### B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percentages.
3. Ability to assist with preparation and analysis of statistical data/reports.

#### C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.
3. Ability to understand and explain GIS procedures and policies.

#### D. Certificates, Licenses, and Registrations:

1. Current and valid driver's license.

#### E. Other Skills, Knowledge, and Abilities:

1. Ability to become familiar with industry specific terminology and cartographic standards.
2. Ability to operate a variety of office equipment including, but not limited to, computer, scanner, printer, copier, etc.
3. Ability to build teamwork; organizes, prioritizes and performs multiple tasks in a timely manner.
4. Has integrity and willingness to learn.
5. Proven time management skills and able to meet deadlines.
6. The ability to display a positive, cooperative, professional, confident, and team orientated attitude.
7. The ability to follow guidance and work independently until project completion.
8. Must be proficient in the use of computers and in Microsoft Office 365 suite (including, but not limited to Microsoft Outlook, Excel, Word, Teams, and PowerPoint).
9. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.

#### F. Education and Experience:

1. A minimum of an Associate's Degree or in progress Bachelor's Degree from an accredited college or university or equivalent professional work

## Kendall County Job Description

- experience in any government, land surveying, and/or public works career is required.
- 2. Prior academic and/or professional work experience related to ESRI ArcGIS and related tools is highly preferred.

**IV. Physical Demands:**

While performing the duties of this position, the employee must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screen and other electronic devices.
- C. Occasionally lift and/or move up to 40 pounds.
- D. Frequently lift and/or move up to 10 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other County properties to perform assigned responsibilities.

**V. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County to perform assigned duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. The employee may be exposed to stressful and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public.
- D. The employee may be required to provide their own transportation to travel to and from the worksite location and other County properties.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee's Receipt of Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc: personnel file, employee**

## **Section 5.11     IDENTIFICATION (ID) BADGE POLICY**

To ensure the safety and security of all individuals on Kendall County property, all employees, contractors and guests will be required to obtain and wear a County issued identification (ID) badge while at work.

### **A.     Kendall County Employees**

A County ID badge with the employee's name, photo and department will be issued to the employee on their first day of employment. All County employees are required to wear their ID badge in plain view while on County premises and at all other times the employee is performing work for the County, unless doing so could reasonably result in harm to the employee or others (e.g., if the employee's ID badge could catch in machinery while the employee is performing a safety sensitive function).

If an employee's ID badge is lost or stolen, the employee must promptly report it to their Designated HR Representative and obtain a replacement ID badge from. Upon separation of employment, employees will be required to return their ID badges to their Designated HR Representative.

An employee's violation of this ID Badge Policy could result in disciplinary action up to and including termination of employment.

### **B.     Contractors, Temporary Staff, Interns, and Volunteers**

Contractors, temporary County staff, interns, and volunteers with assignments lasting two (2) or more weeks with the County will be issued a temporary ID badge. All contractors, temporary staff, interns, and volunteers receiving a temporary ID badge must display the temporary ID badge at all times while on County property, unless doing so could reasonably result in harm to the individual or others (e.g., if the individual's temporary ID badge could catch in machinery while the individual is performing a safety sensitive function for the County).

Lost or stolen cards should promptly be reported to the applicable Kendall County Executive responsible for oversight of said individual. Failure to display their temporary ID badge while on County premises could result in the individual's removal from County property.

All issued temporary ID badges must be returned to the Designated HR Representative on the individual's last day of the assignment.

## PROPOSED MODIFICATIONS – **DRAFT**

### Section 5.7 SAFE DRIVING POLICY

The purpose of this policy is to ensure the safety of those individuals who drive personal vehicles for the business of the Employer and to ensure the safety of their passengers and the public.

#### A. DRIVER RESPONSIBILITIES

Employees must comply with all of the following responsibilities while driving a County vehicle and while driving a personal vehicle for the business of the Employer:

- All drivers must be authorized to drive for work purposes.
- The Employer reserves the right to review both the driver's license and MVR of all authorized drivers at any time.
- For positions which require driving as an essential job function, applicants may receive a conditional offer of employment, contingent upon the results of the MVR review.
- It is the driver's responsibility to operate the vehicle in a safe and lawful manner to prevent injuries and property damage.
- Drivers must have a valid driver's license and insurance for the type of vehicle to be operated and must keep the license(s) with them at all times while driving.
- All CDL drivers must comply with all applicable D.O.T. regulations, including successful completion of medical, drug, and alcohol evaluations.
- All drivers and passengers must wear seat belts in accordance with state law.
- Employees must report all accidents, regardless of severity, to the police, to the employee's immediate supervisor and to their Executive. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including termination.
- Drivers must comply with all traffic laws. Distracted driving of any type is prohibited.
- It is the responsibility of all employees to report the loss, bond issuance, suspension and/or revocation of the employee's his/her driver's license immediately to the employee's Executive.
- All traffic violations (including parking tickets), citations and fines incurred when driving for work purposes are the sole responsibility of the driver.
- Driving for work purposes while under the influence in violation of the Employer's Drugs and Alcohol Policy is forbidden and is sufficient cause for discipline, including termination.
- Drivers who perform safety sensitive functions must inform their immediate supervisor and their Designated HR Representative if taking any medications that may affect their ability to safely operate a vehicle for work purposes.



## **B. USE OF COUNTY VEHICLES**

County vehicles shall not be used to transport any individual who is not directly or indirectly related to County business. Passengers shall be limited to County employees and individuals who are directly associated with a County work activity (e.g., committee members, consultants, contractors, etc.). An employee's family members shall not be transported in a County vehicle without the prior consent of the employee's immediate supervisor and Executive.

A County employee is exempt from the requirements set forth in this section if the County employee is transporting such individuals in the performance of their regularly assigned job duties (e.g., a bus driver).

## **C. USE OF PERSONAL VEHICLES FOR COUNTY BUSINESS**

Employees required to use their own vehicle on County business must have auto insurance with at least the following coverage:

- \$ 100,000 ~~25,000~~ for injury or death of one person in an accident;
- \$ 300,000 ~~50,000~~ for injury or death of more than one person in an accident;
- and
- \$ 50,000 ~~20,000~~ for damage to property of another person.

The defense and indemnity by the County and/or Employer will be, in all cases, secondary to the policy coverage mentioned above. The County will only be responsible for providing excess coverage once the employee's personal auto policy limits are exhausted regardless of the minimum coverage requirements set forth above. It is the responsibility of each employee to maintain coverage as specified and by driving a vehicle while on the job, it is assumed that coverage is in force.

The use of personal vehicles for transporting individuals unrelated to County business shall not occur during the employee's working time.

Reimbursement for any expenses incurred by the employee in the use of their personal vehicle for County business is governed by the County's Reimbursement Policy set forth in Section 7.2 of this Employee Handbook.



# **KENDALL COUNTY OFFICE OF THE SHERIFF**

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



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## INTEROFFICE MEMORANDUM


To: Sheriff Baird  
From: Commander Jeanne Russo  
Date: June 1, 2023  
Re: Contract for Re Accreditation with American Correctional Association  
Copies: As Needed

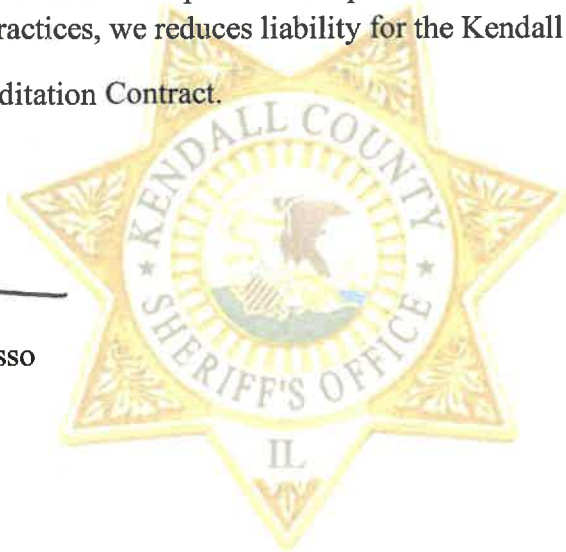
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In order to maintain accreditation under the Core Jail Standards with the American Correctional Association, the Kendall County Jail must undergo a reaccreditation audit every 3 years. Maintaining accreditation ensures the policies and practices of the Kendall County Jail are up to date with current best practices, we reduces liability for the Kendall County Sheriff's Office.

Attached is the Reaccreditation Contract.

Sincerely,

  
Commander Jeanne Russo



**AMERICAN CORRECTIONAL ASSOCIATION**

**REACCREDITATION CONTRACT**

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, Kendall County, a body politic and corporate of Illinois, and the Kendall County Sheriff's Office, hereinafter referred to collectively as the "Agency."

**WITNESSETH:**

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Standards for Core Jail Standards, First edition, and the 2016 Standards Supplement, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Core Jails, throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:

- a. Accepts the standards and criteria for reaccreditation, including subsequent modifications or amendments thereto;
- b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek reaccreditation for the following specified agencies, facilities or programs:

**Kendall County Jail**

- c. Will adhere to the policies and procedures of the Commission and the Association with reference to the reaccreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
- d. Will strive at all times to achieve and/or maintain the reaccreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

2. The Association shall:

- a. Use only standards approved by the American Correctional Association in the reaccreditation process, making judgments of compliance based on written documentation,

visual confirmation, or both;

- b. Provide information on the reaccreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
  - c. Conduct an orientation to the reaccreditation program and process, if requested, at the Agency's expense;
  - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the reaccreditation process;
  - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
  - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
  - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
  - h. Provide to the agency, facility or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation; and,
  - i. Publish the name of the accredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay a reaccreditation fee in the amount of **\$10,000.00** payable without deduction or refund as stipulated in the following schedule:
- a. In consideration of preparation, planning and activating the reaccreditation process for the herein named agency, facility or program which involves staff time and other expenses, 50% of the total reaccreditation fee **\$5,000.00** shall be payable within 30 days from the commencement of this Contract or as is governed by Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).
  - b. In consideration of completion of the standards compliance audit, the remaining 50% of the total reaccreditation fee **\$5,000.00** shall be due 30 days after completion of the audit or as is governed by Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). **The total fee must be paid in full to receive your certificate of accreditation.**
4. The Agency hereby agrees to pay in addition to the reaccreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit, if requested in writing by the Agency, to verify required minimum levels of compliance with standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.
5. The Agency agrees to pay, in addition to the other reaccreditation fees provided herein, for field consultation services to the facility/program, which are requested in writing by the Agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.
6. a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after reaccreditation is granted or the Contract is terminated pursuant to subparagraph b).

- b. The Agency may terminate this Contract upon 30 days written notice to the Association. In the event of such termination, payment will be made to the Association only for services actually completed prior to termination. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.
  - c. All reaccreditation, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and upon completion of the contracted duties of the Association, all fees paid are non-refundable.
7. This Contract shall be governed in all respects by the laws and constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
  8. The Association, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
  9. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in the Association or this Contract, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in the Association or this Contract, that interest, and the procedure followed to effectuate this Contract has and will comply with 50 ILCS 105/3.
  10. In the event the Agency is in default under the Contract because funds are not appropriated for a fiscal period subsequent to the one in which the Contract was entered into which are sufficient to satisfy all or part of the Agency's obligations under this Contract during said fiscal period, the Agency agrees to provide prompt written notice of said occurrence to the Association. In the event of a default due to non-appropriation of funds, either party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Contract.
  11. The Association 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.
  12. This Contract represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
  13. This Contract may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Contract.
  14. Neither party shall assign, sublet, sell, or transfer its interest in this Contract without the prior written consent of the other.
  15. The Agency and/or the Association'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.
  16. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the

damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch

17. All services to be undertaken by the Association shall be carried out by competent and properly trained personnel of the Association to the highest standards and to the satisfaction of the Agency.
18. It is understood and agreed that the Association is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Agency. The Association understands and agrees that the Association is solely responsible for paying all wages, benefits and any other compensation due and owing to the Association's officers, employees, and agents for the performance of services set forth in the Contract. The Association further understands and agrees that the Association is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the Association's officers, employees and/or agents who perform services as set forth in the Contract.
19. The Association also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Association, the Association's officers, employees and agents and agrees that the Agency is not responsible for providing any insurance coverage for the benefit of the Association, the Association's officers, employees and agents. The Association hereby agrees to defend with counsel of the Agency's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the Agency, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that the Association, its officers, employees and/or agents may sustain while performing services under the Contract.
20. Association shall exercise general and overall control of its officers, employees and/or agents. The Kendall County Sheriff, at any time, for any reason and at the Kendall County Sheriff's sole discretion, may require Association and/or Association's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.  
  
Association understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein.
21. The Association understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein.
22. In any action with respect to this Contract, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Contract, shall be entitled to reasonable attorneys' fees and court costs arising out of any

action or claim to enforce the provisions of this Contract. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

23. All notices required or permitted to be given pursuant to this Contract shall be sent by U.S. Mail, postage prepaid, addressed to the respective party at the following addresses:

Association: \_\_\_\_\_

Kendall County; Kendall County Sheriff  
1102 Cornell Lane  
Yorkville, Illinois 60560

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

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

**Kendall County**

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

Title: County Board Chair

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

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

Title: Kendall County Sheriff

Date: 6/2/23

For the:

**AMERICAN CORRECTIONAL ASSOCIATION**

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

Title: Executive Director

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

Please send invoice to:

Name: Jeanne Russo

Facility: KENDALL County Jail

Address: 1102 Cornell Ln

YORKVILLE IL 60560

Telephone Number: 630 381 9811

Email: jrusso@kendallcountyil.gov

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** June 12, 2023

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 23-22 Request from the Kendall County Planning, Building and Zoning Director for Text Amendments to Section 8:07.1.B of the Kendall County Zoning Ordinance Correcting the Scrivener's Error in Ordinance 2023-24 Pertaining to Bed and Breakfast Establishments in the R-3 Zoning District

## **Background and Discussion:**

On May 16, 2023, the County Board approved Ordinance 2023-24, amending the Kendall County Zoning Ordinance pertaining to commercial wind and solar regulations.

The language of Article XX (amendment to special uses of the R-2 District) was accidentally copied and pasted into Article XXII (amendment to special uses of the R-3 District) of the Ordinance. In so doing, bed and breakfast establishment were unintentionally added to the list of special uses in the R-3 District.

Bed and Breakfast establishments are special uses in the A-1, R-1, RPD-1, RPD-2, RPD-3, and R-2 Districts.

The information provided at all of the advisory committee meetings and public hearing contained the correct information.

The draft ordinance is attached.

## **Committee Action:**

PBZ Committee-Approval (5-0)

## **Staff Recommendation:**

Approval

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

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

**Date:** June 13, 2023

**ORDINANCE NUMBER 2023-\_\_\_\_\_**

**TEXT AMENDMENTS CORRECTING A SCRIVENER'S ERROR IN ORDINANCE 2023-24  
PERTAINING TO THE REGULATION OF BED AND BREAKFAST ESTABLISHMENTS IN  
THE R-3 DISTRICT**

WHEREAS, on May 16, 2023, the County Board approved Ordinance 2023-24, text amendments to the Kendall County Zoning Ordinance pertaining to the regulation of the commercial wind and solar energy facilities; and

WHEREAS, Article XXII of Ordinance 2023-24 amended the list of special uses in the R-3 One Family Residential District; and

WHEREAS, the approved language of Article XXII of Ordinance 2023-24 incorrectly added bed and breakfast establishments to the list of special uses in the R-3 Zoning District; and

WHEREAS, bed and breakfast establishments are special uses in the A-1, R-1, R-2, RPD-1, RPD-2, and RPD-3 Zoning Districts; and

WHEREAS, the information provided at all of the advisory committee meetings and public hearing prior to the adoption of Ordinance 2023-24 contained the correct language for Section 8:07.B.1 of the Kendall County Zoning Ordinance; and

WHEREAS, the Kendall County Board desires to correct the scrivener's error contained in Ordinance 2023-24 related to the regulation of bed and breakfast establishments; and

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

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: Section 8:07.B.1 of the of the Kendall County Zoning Ordinance is hereby amended by deleting the present text and replacing it with the following:

“Any use permitted as a special use in the R-1 One-Family Estate Residence District, Section 8:02.C, except a bed and breakfast, Commercial Solar Energy Facilities, Test Solar Energy Facilities, Commercial Wind Energy Facilities, and Test Wind Towers, and that Planned Developments may be considered where the zoning lot proposed for development has a gross area of not less than forty (40) acres.”
- III. Any reference or citation errors created by the above text amendment is hereby corrected.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 27<sup>th</sup> day of June, 2023.

State of Illinois  
County of Kendall

Zoning Petition  
#23-22

Attest:

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Kendall County Clerk  
Debbie Gillette

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Kendall County Board Chairman  
Matt Kellogg



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** June 12, 2023

**Amount:** N/A

**Budget:** N/A

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

**Background and Discussion:**

The intergovernmental agreement between Kendall County and the Village of Plattville expires in July.

Four (4) permits were issued in Plattville in 2022 and four (4) investigations occurred in Plattville in 2022.

The proposed narrative portion of the agreement is attached. Other than the dates, no changes to agreement are proposed.

Plattville reviewed the proposal at their June meeting and did not propose any changes.

The draft agreement is attached.

**Committee Action:**

PBZ Committee-Approval (5-0)

**Staff Recommendation:**

Approval

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

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

**Date:** June 13, 2023

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
PLATTVILLE AND THE COUNTY OF KENDALL**

THIS AGREEMENT, made this day \_\_\_ of July, 2023 by and between the VILLAGE OF PLATTVILLE, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic; WITNESSETH:

WHEREAS, the Village of Plattville was incorporated by act of the voters on March 21<sup>st</sup>, 2006; and

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

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

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

WHEREAS; the Village of Plattville adopted a Comprehensive Plan on July 27, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Plattville have been heretofore subject to the building and zoning codes of the County of Kendall, and to the Countywide Stormwater Management Ordinances; and

WHEREAS, the parties desire to continue that relationship.

NOW, THEREFORE, it is hereby agreed as follows:

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

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

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

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

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

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

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

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

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

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

12) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit.

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

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

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

Kendall County Administrator  
111 West Fox Street  
Yorkville, Illinois 60560

Village of Plattville  
P.O. Box 1173  
Yorkville, Illinois 60560

16) Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the Village or Kendall County in any respect beyond the matters agreed upon in this agreement, including, but not limited to their powers and duties.

VILLAGE OF PLATTVILLE

COUNTY OF KENDALL

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_  
Chairman of Kendall County Board

ATTEST: \_\_\_\_\_  
Village Clerk

ATTEST: \_\_\_\_\_  
Kendall County Clerk



## **Exhibit A**

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

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

1. Pre-Application Meeting:

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

2. Filing of an Application:

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

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

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

## Exhibit A

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

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

## Exhibit A

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

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

## Exhibit A

- t.) Following review and recommendation by the ZBA, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
  - u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
  - v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
  - w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
  - x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.
4. Review and Processing of Preliminary and Final Subdivision Plats:
- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
  - b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
  - c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

## Exhibit A

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

## **Exhibit A**

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

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

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

## Exhibit A

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

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





## **Kendall County Transportation Alternatives Program KC-TAP**

Established by resolution on July 17, 2012, KC-TAP was designed to assist local agencies with building sidewalks and paths along State and County Highways in an effort to encourage the use of alternative modes of transportation, such as walking or riding bicycles. Both environmental and health benefits were expected outcomes of the new program. Beginning in fiscal year 2013, \$50,000 has been transferred annually from the Transportation Sales Tax Fund into the TAP Fund for said purpose. In 2022, the County Board approved a \$75,000 transfer, with the idea that this program could, and probably should, do more to encourage alternative modes of transportation. \$75,000 is also budgeted in the 2023 fiscal year.

For several years, the Highway Committee has discussed the idea of expanding the KC-TAP, including more financial support, as well as broadening the scope of eligible work. The current rules for obtaining funds are somewhat restrictive in nature; but this was intentional at the beginning of the program. Limited funds and numerous projects made the program quite competitive, and so there simply wasn't enough money to go around to all applicants. Additionally, the County did not want the program to become a municipal sidewalk replacement program; hence, the limitations for linear paths and sidewalks along State and County Routes.

With increasing costs of construction and more interest in the program, it makes sense to look at expanding the program at this time. But there are some considerations to keep in mind. In regard to new construction of sidewalks and paths along State Highways, Illinois Department of Transportation has recently changed their Complete Streets Policy for cost sharing. Previously, there was always a local cost share to install sidewalks and paths – and TAP Funds were frequently used for this purpose. Now, 100% of construction for these facilities is covered by the State (for improvements along State Highways). The only contribution from local agencies is the long-term maintenance of the constructed improvement. So this may diminish the need for some TAP Funds in the near term; but will certainly require a greater emphasis on maintenance in the long term.

The current annual investment from the Transportation Sales Tax Fund into the TAP Fund is less than 1% of the TST. Even if this amount was increased to \$100,000, it would still represent just 1.25% of the annual TST revenues... a small investment considering the worthy goal of better health and diminished environmental impacts.

The comparison below represents a greater investment in KC-TAP, as well as greater flexibility in the application of the funds.

### Current Rules

\$50,000 - \$75,000 annual deposit into TAP Fund  
\$50,000 maximum limit per project per year  
TAP funds ≤ 50% of total project cost  
Maintenance projects not allowed

### New Considerations

\$100,000 annual deposit into TAP Fund  
\$100,000 maximum limit per project (?)  
TAP funds ≤ 75% of total project cost  
Maintenance projects eligible

## KC-TAP Fund Recipients

Year	Agency	Project	Award
2013	Village of Lisbon	Lisbon Road Sidewalks	\$10,000.00
2013	Oswegoland Park District	Prairie Point Sidewalk – N	\$6,852.55
2013-2016	City of Yorkville	Rte. 47 Sidewalks	\$50,000.00
2014	Oswegoland Park District	Prairie Point Sidewalk – W	\$5,745.44
2014-2015	City of Plano	Ben Street Sidewalks	\$28,728.40
2017-2018	Village of Millington	Vine Street Sidewalks	\$14,200.00
2018	Village of Oswego	Rte. 71 Path & Sidewalk	\$33,900.00
2019	City of Yorkville	Kennedy Rd. (Darlene McCue Tr.)	\$80,000.00
2020	Village of Minooka	Ridge Road Multi-Use Path	\$50,000.00 *
2021	Kendall Co Forest Preserve	Rte. 34 Multi-Use Path	\$4,757.57
2021	Village of Oswego	Rte. 34 Multi-Use Path	\$3,500.00
2021	Village of Oswego	Plainfield & Woolley Improvement	\$6,469.00
2021	Oswegoland Park District	Grove Road Sidewalk Crossings	\$23,825.50
2022	Village of Montgomery	US Rte. 30 to Virgil Gilman Trail	\$75,000.00
2023	Village of Montgomery	Across ComEd ROW near US Rte. 30	\$30,030.00 *
2023	Village of Oswego	Ill. Rte. 31 Sidewalk	\$50,000.00 *
2023	Oswegoland Park District	Fox River Trail at Ill. Rte. 25	\$47,500.00 *

\* Funds obligated, but construction not completed

**\$520,508.46**

## Agency Totals – 2013 to 2023

Kendall Co Forest Preserve	\$4,757.57
Village of Lisbon	\$10,000.00
Village of Millington	\$14,200.00
City of Plano	\$28,728.40
Village of Minooka	\$50,000.00
Oswegoland Park District	\$83,923.49
Village of Oswego	\$93,869.00
Village of Montgomery	\$105,030.00
City of Yorkville	\$130,000.00

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT

DEKALB COUNTY, ILLINOIS

GENERAL ORDER 23-03

FILED

JUN 09 2023

IN THE MATTER OF THE ADOPTION )  
OF THE COURT CALENDAR FOR )  
THE YEAR 2024 )

Lori Grubbs  
Clerk of the Circuit Court  
DeKalb County, Illinois

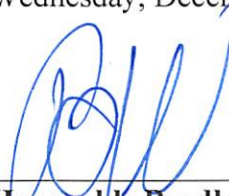
WHEREAS, the Supreme Court of the State of Illinois has issued its Order dated June 9, 2023 setting forth the dates for the observance of certain holidays in the 2024 calendar year; and

WHEREAS, pursuant to the authority granted in said Order, Illinois Supreme Court Rule 21(b) and the inherent authority of the Court;

IT IS ORDERED that the Circuit Court for the Twenty-Third Judicial Circuit of the State of Illinois shall adjourn, and the Offices of the Circuit Clerk of DeKalb and Kendall Counties shall be closed on the following holidays for the year 2024:

HOLIDAY	OBSERVED
New Year's Day	Monday, January 1
Martin Luther King, Jr. Day	Monday, January 15
Lincoln's Birthday	Monday, February 12
Washington's Birthday	Monday, February 19
Spring Holiday (½ day)	Friday, March 29 (afternoon only)
Memorial Day	Monday, May 27
Juneteenth	Wednesday, June 19
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Columbus Day	Monday, October 14
Veteran's Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Day following Thanksgiving Day	Friday, November 29
Christmas Day	Wednesday, December 25

Enter: June 9, 2023




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Honorable Bradley J. Waller  
Chief Judge



## Human Resources Budget

Org	Object	Account & Description	Budget 2023
		<b>Personnel</b>	
		Salaries- Director	140,000.00
		Salaries- Generalist	84,496.75
		Salaries- Interns	9,630.00
		<b>Total Personnel</b>	<b>234,126.75</b>
		<b>Contractual</b>	
		Subscription	269.66
		Contractual Service	2,250.53
		Professional Organization	474.00
		Training	1,200.00
		<b>Total Contractual</b>	<b>2,994.19</b>
		<b>Commodities</b>	
		Office Supplies	9,876.04
		Postage	250.00
		Mileage	500.00
		Technology	2,283.46
		Internship Program	135.00
		Employee appreciation	9,500.00
		<b>Total Contractual</b>	<b>10,626.04</b>
		<b>Department Total</b>	<b>247,746.98</b>

## Builders Risk Insurance Proposal

### Executive Summary

The Public Entity Professionals of Alliant Insurance Services, Inc. are thankful for the opportunity to present builders risk property coverage for new office building construction located at the addresses of 107 W. Fox Street and 105 West Fox Street, Yorkville, Illinois 60560.

For reference builders risk coverage insures against risk of loss from damage to property (materials, fixtures, equipment) to be installed during the construction, whether new construction or renovation, of existing buildings. Builders risk coverage presents issues not normally associated with property coverage for existing buildings in use. Coverage is written on an all-risks basis and applies not only to property at the construction site but also to property at off-site storage locations and in transit.

Alliant approached 7 builders risk insurance markets. Chubb offered the most competitive (lowest) pricing, deductible and terms. Of note, the County's current property and casualty provider, ICRMT, was not able to provide full project coverage limits (only \$5 million). The total budget for the project is greater than \$10 million. Please see the following recommended coverage and premium summary.

Carrier:	Chubb (Federal Insurance Company)
Named Insured:	Kendall County (Owner), general contractor, and all subcontractors of every tier
Address:	105 W. Fox Street, Yorkville, IL 60560 107 W. Fox Street, Yorkville, IL 60560
Project Owner:	Kendall County
Project Description	New construction & renovation County annex
Contract Value:	\$10,080,043
Project Term:	06/15/2023 to 06/15/2024 (One year after coverage is bound)
Limits:	
Per Location/per occurrence	\$9,503,643 – Contract Works Value \$576,400 – Soft Costs
Property stored offsite (temporary location)	\$500,000
Property in transit	\$500,000
Flood	\$2,500,000
Earthquake	\$2,500,000
Ordinance & Law	\$1,000,000
Electronic Data & valuable papers	\$50,000
Rental Income	\$50,000
Fungus Clean-up or Removal	\$25,000

Debris Removal	\$150,000
Pollution Clean-up or Removal	\$50,000
Public Safety service charges	\$25,000
Permission to occupy	Included
Sewer backup	Included
Equipment Breakdown	Included
Testing	Included
Waiver of Rights of Recovery	Waiver of Subrogation among all named insureds and where required by written contract
Deductible:	
Deductible:	\$2,500 per occurrence, except <ul style="list-style-type: none"> <li>• \$25,000 flood and earthquake</li> <li>• 7 Days Soft Costs Waiting Period</li> <li>• 12 Hours Rental Income Waiting Period</li> </ul>
Premium:	
Total Premium	\$8,089

## Conclusion

We appreciate assistance from Dan Polvere and Leslie Johnson in organizing and providing the underwriting information to enable quotations. Thank you so much for the opportunity to present the solicitation results.

If the County would like to bind coverage, please provide Alliant the authority to bind coverage by signing the *Request to Bind Coverage* form.

We welcome discussion regarding this proposal and thank you for the continued privilege of partnering with Kendall County.

### Presented on June 22, 2023 by:

Dane Mall, MPA, ARM, AIC, CEAS  
Lead Public Entity Risk Advisor  
Account Executive

Samantha Shock-Ford, CIRS, AINS  
Account Manager- Lead

### Alliant Insurance Services, Inc.

353 North Clark Street  
Chicago, IL 60654  
O 312 595 6200  
F 312 595 7163  
CA License No. 0C36861

## Request to Bind Coverage

### Kendall County

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Builders Risk (Premium- \$8,089)	<input type="checkbox"/>

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*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

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**Signature of Authorized Representative**

---

**Date**

---

**Title**

---

**Printed / Typed Name**

***This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.***

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



**MAY**

**2023**

Submitted by: Sheriff Dwight A. Baird



## ***OPERATIONS DIVISION***

<b>POLICE SERVICES</b>	<b>May-21</b>	<b>May-22</b>	<b>April-23</b>	<b>May-23</b>
Calls for Service	655	805	685	779
Police Reports	292	375	308	341
Total Arrests	36	111	101	126
Ordinance Citations Issued	4	2	1	2

<b>TRAFFIC SERVICES</b>				
Traffic Contacts	175	539	564	660
Traffic Citations Issued	77	244	231	254
DUI Arrests	2	9	7	9

<b>TRAFFIC CRASH INVESTIGATIONS</b>				
Property Damage	26	43	38	46
Personal Injury	21	11	9	5
Fatalities	0	0	0	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>47</b>	<b>54</b>	<b>47</b>	<b>51</b>

<b>VEHICLE USAGE</b>				
Total Miles Driven by Sheriff's Office	46,330	51,279	52,761	58,358
Vehicle Maintenance Expenditures	\$4,555	\$8,510	\$3,091	\$6,309
Fuel Expenditures	\$11,362	\$18,449	\$13,751	\$16,806
Fuel Gallons Purchased	3,964	4,183	3,967	4,330
Squad Damage Reports	0	0	0	0

<b>AUXILIARY DEPUTIES</b>				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	91	40	25	99
<b>TOTAL AUXILIARY HOURS</b>	<b>91</b>	<b>40</b>	<b>25</b>	<b>99</b>

<b>EVIDENCE/PROPERTY ROOM</b>				
New Items into Property Room	67	90	115	96
Disposal Orders Processed	49	33	28	21
Items Disposed Of	197	235	164	143
Items Sent to Crime Lab for Processing	7	25	32	17
Pounds of Prescription Meds Collected from Drop Box	23	0	4	9

<b>INVESTIGATIONS/COPS ACTIVITIES</b>				
Total Assigned Cases (Patrol/Invest)	14	41	20	26
Total Closed Cases (Patrol/Invest)	15	49	28	44
Total Open Cases (Patrol/Invest)	107	83	105	87
Community Policing Meetings/Presentations	24	23	23	39

<b>Sex Offender / Violent Offenders Against Youth Registrations</b>				
Sex Offender Registrations	6	12	10	16
Sex Offender - Address Verifications Completed	0	0	0	0
Sex Offender - Address Verification Attempted	0	0	0	0
Total # of Sex Offenders- Jurisdiction	31	28	30	31
Total # of Sex Offenders- Entire County	83	82	87	87
Violent Offenders Against Youth Registrations	2	1	2	6
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Entire County	21	24	26	24

## ***RECORDS DIVISION***

<b>SHERIFF SALES</b>	<b>May-21</b>	<b>May-22</b>	<b>April-23</b>	<b>May-23</b>
Sales Scheduled	9	6	10	14
Sales Cancelled	1	5	8	9
Sales Conducted	8	1	2	5

### **CIVIL PAPERWORK**

Papers Filed/Received	138	156	162	196
Papers Served/Executed	130	103	131	137

### **REPLEVINS/LEVY**

Replevin/Levy Scheduled	0	0	0	0
Replevin/Levy Conducted	0	0	0	0

### **SA, SUBPOENA & FOIA REQUESTS**

Electronic and Recording Copy Requests	55	69	77	68
Accident Reports	26	13	13	17
Background Checks	38	33	22	33
Incidents	61	81	64	67
Subpoenas	6	1	7	5
<b>TOTAL REQUESTS</b>	<b>186</b>	<b>197</b>	<b>183</b>	<b>190</b>

### **WARRANTS**

Total Warrants on File	1,737	1,711	1,542	1,473
New Warrants Issued	136	129	115	123
Total Warrants Served	101	92	132	143
Warrants Quashed	18	33	22	49

### **EVICCTIONS**

Evictions Scheduled for Month	0	9	11	7
Evictions Cancelled	0	6	1	2
Evictions Conducted	0	3	10	5

### **FEES**

Civil Process Fees	\$11,369	\$10,031	\$6,679	\$5,194
Sheriff Sales Fees	\$5,400	\$3,000	\$600	\$7,200
Records Fees/Fingerprinting	\$298	\$40	\$120	\$190
Bond Processing Fees	\$1,324	\$1,741	\$2,539	\$4,685
<b>TOTAL FEES COLLECTED</b>	<b>\$18,390</b>	<b>\$14,812</b>	<b>\$9,937</b>	<b>\$17,269</b>

## ***CORRECTIONS DIVISION***

### **JAIL POPULATION**

New Intake Bookings	161	184	205	207
Inmates Released	164	195	190	202
Federal Inmate ADP	58	60	16	16
Kendall County Inmate ADP	55	67	71	65
Other Jurisdictions Inmate ADP	25	10	4	4
Average Daily Population	138	137	91	85
ADP of inmates housed in other Jurisdictions			11	10

### **JAIL MEALS**

Number of Meals Prepared Consolidated/Aramark	12,232	11,563	7,915	8,202
Price Per Meal	\$1.35	\$1.39	\$3.07	\$3.01

<b>INMATE TRANSPORTS</b>	<b>May-21</b>	<b>May-22</b>	<b>April-23</b>	<b>May-23</b>
To and From Kendall County Courthouse	24	23	60	57
Other County Court Transports	0	4	2	6
Out of County Prisoner Pickups	6	7	10	12
To I.D.O.C	1	2	2	3
Medical/Dental Transports	4	2	5	8
Court ordered medical transports	2	2	1	2
Juvenile To and From Youth Homes/Courts	5	12	18	16
Federal Transports	10	8	5	3
To and From Kane County Jail			21	18
<b>TOTAL INMATE TRANSPORTS</b>	<b>52</b>	<b>60</b>	<b>124</b>	<b>107</b>

<b>INMATE WORK CREWS</b>				
Number of Inmates	0	4	0	4
Number of Locations	0	1	0	1
Total Hours Worked	0	8	0	5

<b>REVENUE</b>				
Amount Invoiced for Inmates Housed for Other Juris.	\$50,890	\$20,720	\$3,235	\$2,475
Amount Invoiced for Federal Housing	\$143,120	\$147,920	\$39,360	\$38,640
Amount Invoiced for Federal Court Transport	\$1,858	\$1,749	\$1,287	\$718
Amount Invoiced for Federal Medical Transport	\$11,268	\$385	\$524	\$260
<b>TOTAL INVOICED</b>	<b>\$207,136</b>	<b>\$170,773</b>	<b>\$44,406</b>	<b>\$42,093</b>

<b>MEDICAL BILLING</b>				
Medical Contractual Services	\$20,203	\$20,809	\$21,917	\$21,266
Prescriptions	\$7,085	\$4,178	\$2,587	\$1,753
Medical	\$0	\$369	\$1,353	\$145
Dental	\$0	\$0	\$109	\$138
Emergency Medical Services	\$0	\$479	\$0	\$0
Medical Supplies	\$245	\$471	\$65	\$510
<b>TOTAL MEDICAL BILLING</b>	<b>\$27,533</b>	<b>\$26,306</b>	<b>\$26,030</b>	<b>\$23,812</b>

<b>Housing Expense</b>				
Kane County Jail			\$31,275	\$22,950
<b>TOTAL HOUSING EXPENSE</b>				

<b>Outstanding FTA Fees</b>				
FTA Fees- Outstanding	\$150	\$975	\$900	\$675

<b>COURT SECURITY</b>				
Entries	7,914	9,529	10,290	11,745
Items X-rayed	2,410	4,325	4,529	5,170
Bond Call - In Person	1	7	8	5
Bond Call - Video	55	31	53	40
Kendall Prisoners	49	81	71	92
Other Prisoners	7	13	13	21
Arrests made at Courthouse	19	24	25	45
Contraband Refused	50	58	56	87

## ***ELECTRONIC HOME MONITORING***

<b>TOTAL DEFENDANTS ORDERED TO EHM</b>				
Juvenile	7	9	6	7
Adult	60	64	67	73
<b>TOTAL PARTICIPANTS</b>	<b>67</b>	<b>73</b>	<b>73</b>	<b>80</b>

<b>Orders</b>				
Presentenced	61	71	70	71
Bischof	48	35	30	33
Post Sentenced	6	2	3	9

<b>Days Defendants Served on EHM</b>				
Juvenile	201	201	121	172
Adult	1,361	1,795	1,888	2,042
<b>TOTAL DAYS</b>	<b>1,562</b>	<b>1,996</b>	<b>2,009</b>	<b>2,214</b>

<b>EHM VIOLATIONS</b>				
Juvenile	1	0	1	2
Adult	10	17	7	7
<b>TOTAL VIOLATIONS</b>	<b>11</b>	<b>17</b>	<b>8</b>	<b>9</b>

<b>COST vs. COLLECTIONS</b>				
Cost	\$4,108	\$5,249	\$5,284	\$5,823
Collected	\$4,130	\$5,877	\$1,968	\$3,799

## ***KCSO TRAINING***

<b>CORRECTIONS DIVISION</b>				
<b>NATURE OF TRAINING</b>				
Addiction Treatment in the Justice Involved				1
BLS CPR Certification				77
Conflict & Dispute Resolution				4
CourtSmart				0.5
Crisis Communication				16
Cultural Awareness & Diversity				1
De-Escalation & Reasonable Use of Force				4
Drug & Alcohol Awareness				16
Gound Fighting: Take Downs & Escorts				8
Instructor Development- 32 Hours				32
KC Anti-Harassment Video				1
Law Enforcement Liability Risk Mgmt Conference				20
LEADS Re-Cert				1.5
Lexipol DTB's				16.5
Maintaining Boundaries for Corrections Staff				15
Policy #315				1
Stress & Your Health				1
Tac-Med In-House				77
Understanding Anxiety, OCD, PTSD				3
Understanding Depression & Bipolar Disorder				1
Working Behind Bars: Developing the Correctional Officer				1
<b>TOTAL HOURS</b>	<b>-</b>	<b>134</b>	<b>329</b>	<b>298</b>

<b>OPERATIONS DIVISION</b>				
<b>NATURE OF TRAINING</b>				
Annual Firearms Qualification				7.5
Annual Shotgun Quals				3
Laws of Arrest, Search, & Seizure				24
Ballistic Shield Instructor				40
Communicating Eff/Prof w/ LGBTI Offenders				2
CourtSmart				16.5
Cybercrime Investigations				24
Ground Fighting Take Downs & Escorts				8
IS-100 Introduction to Incident Command				2
IS-200 Basic Incident Command System for Initial Response				4
Lead Homicide Investigators Re-Cert				32
LEADS Re-Cert				1.5

Less Lethal Bean Bag Qualifications				10.5
Lexipol DTB's				20.25
OC Pepper Spray Cert				1.5
Off Duty Qual				1
PREA: Your Role Responding to Sexual Abuse				6
Problem-Oriented Policing				8
Rifle Qualification				4
Roll Call Training				17.75
STOPS In-House				292.5
Taser X2 Cert				12
Trauma Informed Response to Sexual Assault/Abuse				8

<b>TOTAL HOURS</b>	<b>407</b>	<b>2,295</b>	<b>546</b>
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<b>COURT SECURITY</b>	<b>May-22</b>	<b>April-23</b>	<b>May-23</b>
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<b>NATURE OF TRAINING</b>
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CourtSmart				3.5
Drug & Alcohol Awareness				6
Lexipol DTB's				4.5
Maintaining Boundaries for Corrections Staff				6

<b>TOTAL HOURS</b>	<b>25</b>	<b>20</b>	<b>35</b>	<b>20</b>
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<b>ADMINISTRATION DIVISION</b>
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<b>NATURE OF TRAINING</b>
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KC Anti-Harassment Video				1
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<b>TOTAL HOURS</b>	<b>0</b>	<b>6</b>	<b>1</b>
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<b>AUXILIARY</b>
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<b>NATURE OF TRAINING</b>
---------------------------

Lexipol			17.5	12.75
BLS CPR Certification				4

<b>TOTAL HOURS</b>	<b>0.0</b>	<b>0</b>	<b>18</b>	<b>17</b>
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<b>PART TIMERS</b>
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<b>NATURE OF TRAINING</b>
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Annual Firearms Qualification				2
BLS CPR Certification				4
CourtSmart				2
KC Anti-Harassment Video				1
LEAD Re-Cert				2
Lexipol DTB's				7
Surveillance In-House				1

<b>TOTAL HOURS</b>	<b>0</b>	<b>8</b>	<b>24</b>	<b>19</b>
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<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>5/1/23-5/31/23</b>	<b>5/1/22-5/31/22</b>	<b>5/1/21-5/31/21</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
CLKFEE	County Clerk Fees	\$589.50	\$749.50	\$1,202.00
MARFEE	County Clerk Fees - Marriage License	\$1,950.00	\$1,680.00	\$1,710.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$40.00	\$40.00	\$55.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,530.00	\$2,100.00	\$1,670.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$295.00	\$365.00
MISINC	County Clerk Fees - Misc	\$49.00	\$34.98	\$53.00
	County Clerk Fees - Misc Total	\$4,158.50	\$4,899.48	\$5,055.00
RECREE	County Clerk Fees - Recording	\$20,942.00	\$26,513.00	\$40,923.00
	Total County Clerk Fees	\$25,100.50	\$31,412.48	\$45,978.00
CTYREV	County Revenue	\$47,122.75	\$51,104.75	\$44,625.00
DCSTOR	Doc Storage	\$12,154.50	\$15,509.50	\$23,999.00
GISMAP	GIS Mapping	\$38,550.00	\$49,200.00	\$75,990.00
GISRCD	GIS Recording	\$2,570.00	\$3,280.00	\$5,066.00
INTRST	Interest	\$102.19	\$30.65	\$39.40
RECMIS	Recorder's Misc	\$4,626.25	\$7,398.00	\$5,601.75
RHSP	RHSP/Housing Surcharge	\$10,611.00	\$13,491.00	\$21,636.00
TAXCRT	Tax Certificate Fee	\$1,320.00	\$1,160.00	\$1,200.00
TAXFEE	Tax Sale Fees	\$0.00	\$0.00	\$35.00
PSTFEE	Postage Fees	\$0.00	\$674.32	\$0.00
CK # 19689	To KC Treasurer	\$142,157.19	\$173,260.70	\$224,170.15
Death Certificate Surcharge sent from Clerk's office \$1348.00 ck # 19687				
Dom Viol Fund sent from Clerk's office \$325.00 ck 19688				

# 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 SIX MONTHS ENDED 05/31/2023

<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	\$693,390	75.78%	\$795,975	171.18%
State Income Tax	\$3,158,685	\$1,953,010	61.83%	\$2,184,513	84.86%
Local Use Tax	\$760,000	\$371,619	48.90%	\$359,573	37.85%
State Sales Tax	\$650,000	\$318,826	49.05%	\$264,572	45.38%
County Clerk Fees	\$350,000	\$129,984	37.14%	\$180,861	51.67%
Circuit Clerk Fees	\$1,050,000	\$590,657	56.25%	\$528,702	42.30%
Fines & Foreits/St Atty.	\$250,000	\$187,919	75.17%	\$137,448	49.98%
Building and Zoning	\$80,000	\$42,318	52.90%	\$60,298	80.40%
Interest Income	\$75,000	\$559,798	746.40%	\$26,025	65.06%
Health Insurance - Empl. Ded.	\$1,488,365	\$635,247	42.68%	\$596,906	37.57%
1/4 Cent Sales Tax	\$3,228,750	\$1,456,061	45.10%	\$1,393,718	43.17%
County Real Estate Transf Tax	\$450,000	\$189,719	42.16%	\$268,457	59.66%
Federal Inmate Revenue	\$584,000	\$204,480	35.01%	\$772,320	40.69%
Sheriff Fees	\$113,663	\$55,705	49.01%	\$51,364	44.66%
<b>TOTALS</b>	<b>\$13,153,463</b>	<b>\$7,388,734</b>	<b>56.17%</b>	<b>\$7,620,733</b>	<b>55.05%</b>
<b>Public Safety Sales Tax</b>	<b>\$7,500,000</b>	<b>\$2,708,738</b>	<b>36.12%</b>	<b>\$2,705,349</b>	<b>49.08%</b>
<b>Transportation Sales Tax</b>	<b>\$7,500,000</b>	<b>\$2,708,738</b>	<b>36.12%</b>	<b>\$2,705,349</b>	<b>45.09%</b>

**\*\*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 6 months the revenue and expense should at 50%

## EXPENDITURES

All General Fund Offices/Categories

**\$28,296,196**      **\$11,033,299**      **38.99%**      **\$11,053,983**      **36.82%**

**Office of the Kendall County Coroner**

**Monthly Report  
May 2023**

\* There were 55.5 hours of community service time served during the month of May.

May 1-5, 2023 - Chief Deputy Gotte attended training and received certification as a firearms armorer.

May 10-11, 2023 - Coroner Purcell attended the Spring IACO Conference in Springfield, IL.

Deaths Report to the M.E.		Deaths Investigations	
May 2023	24	May 2023	2
YTD	159	YTD	27

MEI Scene Investigations		Postmortem Examinations	
May 2023	3	May 2023	0
YTD	24	YTD	10

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
May 2023	23	0	1	0	0	0
YTD	147	6	5	1	0	0

Cremation Permits Issued	
May 2023	12
YTD	95



Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2023-0136	Natural	Neoplasm	01-10-1944	05-03-2023	None	No
2023-0137	Natural	Neoplasm	08-07-1951	05-04-2023	None	No
2023-0138	Natural	Cardiac-Hypertension	01-31-1933	05-06-2023	None	No
2023-0139	Natural	Cardiac	03-30-1943	05-07-2023	None	Yes
2023-0140	Natural	Neoplasm	10-07-1963	05-08-2023	None	No
2023-0141	Suicide	Gun-Revolver	10-10-1935	05-09-2023	None	Yes
2023-0142	Natural	Dementia-Alzheimers	07-24-1932	05-10-2023	None	No
2023-0143	Natural	Neoplasm	03-27-1927	05-10-2023	None	No
2023-0144	Natural	Neoplasm	11-23-1935	05-10-2023	None	No
2023-0145	Natural	Cardiac	01-13-1964	05-05-2023	None	No
2023-0146	Natural	Dementia-Alzheimers	03-17-1934	05-12-2023	None	No
2023-0147	Natural	Cardiac-ASCVD-IHD and Hypertension	01-21-1958	05-13-2023	None	No
2023-0148	Natural	Dementia-Alzheimers	05-05-1933	05-13-2023	None	No
2023-0149	Natural	Nervous System	02-28-1934	05-13-2023	None	No
2023-0150	Natural	Neoplasm	08-28-1948	05-15-2023	None	No
2023-0151	Natural	Cardiac-Infarct NOS	03-28-1939	05-15-2023	None	No
2023-0152	Natural	Neoplasm	01-21-1948	05-17-2023	None	No
2023-0153	Natural	Cardiac	08-06-1924	05-20-2023	None	No
2023-0154	Natural	Neoplasm	10-12-1959	05-26-2023	None	No
2023-0155	Natural	Cardiac	10-27-1941	05-27-2023	None	No
2023-0156	Natural	Neoplasm	04-06-1934	05-28-2023	None	No
2023-0157	Natural	Renal Disease	11-06-1945	05-28-2023	None	No
2023-0158	Natural	Nervous System- Stroke	12-04-1930	05-29-2023	None	No
2023-0159	Natural	Cardiac	12-11-1961	05-31-2023	None	Yes

June 21, 2023

Kendall County  
804 W. John Street, Suite B  
Yorkville, IL 60560  
Attention: Dan Polvere

**RE: Kendall County Phase One New Office Building – Bid Group 2 – Bid Packages #2 Through #15 Recommendations**

Dear Mr. Polvere:

The Kendall County New Office Building Project Bid Group 2 was put out to bid on April 26th, 2023. Over 800 Trade Contractors were notified and sent invitations to bid for the project. This includes reaching out to multiple local contractors as well as the local Union Representatives to expand our pool of trade contractors. We ultimately opened and read the bids on May 25, 2023. At that time, we received 44 proposals in total for Bid Packages 2, 3, 4, 6, 8, 9, 10, 11, 12, 13, and 14. We did not receive enough qualified bids for the remaining Bid Packages 5, 7, and 15 and at that time, and after discussion with the County, decided to extend the bid date for those packages to June 14th. At the bid opening on June 14th, we received 6 additional bids for these packages of which we opened and read aloud.

We proceeded to do project scope reviews with the lowest qualified bidders to ascertain that they fully understood the Contract Bid Documents and scope of work for their Bid Packages. As a result of this scope review process, we determined that the two lowest bidders for the Roof Bid Package #7 missed significant scope and were deemed Non-compliant. The remainder of the lowest bidders all acknowledged full understanding of the Scope of Work and Contract Documents and acceptance of the all terms and conditions. We also reviewed their qualification statements and references and are satisfied that they meet our recommended standards.

The attached Bid Tabulations document illustrates the recorded bids and identifies the lowest responsive and responsible bidder for each Bid Package for Bid Group #2, including Cordogan Clark's recommended Alternates.

Cordogan Clark has also accounted for some estimated scope increases as allowances noted on the Bid Budget Analysis that have recently come about through the permit review process with the City of Yorkville which have occurred post Bid and some recommended options being included by the Trade Contractors. The items are noted below:

- BP #2: Plainfield Excavating – Upsize Water Main (8" from 6") and add footing tile
- BP #10: CL Ducette Fire Protection – add anti-freeze to the Lobby Barrel Vault area.
- BP #14: Twin Oaks Landscaping – Additional Plantings on Fox Street and adjacent to existing Building.
- BP #13: CM Electrical – Modify Parking Lot Light Fixture heads

We are also recommending the following Alternates in addition to the base scope of work:

- BG #9: TSI Flooring – Upgrade to Terrazzo Flooring in the Lobby
- BG #12: Premier Mechanical – Added gas for new Generator at Existing Office Building
- BG #13: CSN Electric – Added Generator at Existing Office Building

The attached Bid Tabulations document illustrates the recorded bids and identifies the lowest responsive and responsible bidder that Cordogan Clark recommends being awarded Contracts and the Contract Values with Alternates and any other adjustments as follows:

The lowest responsive and responsible bidders are as follows:

- Bid Package #2 – General Trades = **Lite Construction** for a total bid of **\$2,115,970.00**
- Bid Package #3 – Excavation = **Plainfield Excavating** for a total bid of **\$425,000.00**
- Bid Package #4 – Building Concrete = **Premium Concrete** for a total bid of **\$783,400.00**
- Bid Package #5 – Asphalt & Site Concrete = **Abbey Paving** for a total bid of **\$398,500.00**
- Bid Package #6 – Masonry = **Jimmy’s Masonry** for a total bid of **\$573,000.00**
- Bid Package #7 – Roofing = **Filotto Roofing** for a total bid of **\$123,000.00**
- Bid Package #8 – Painting = **Nedrow Painting** for a total bid of **\$48,700.00**
- Bid Package #9 – Flooring = **TSI Commercial Flooring** for a total bid of **\$255,385.00**
- Bid Package #10 – Fire Protection = **CL Doucette** for a total bid of **\$100,950.00**
- Bid Package #11 – Plumbing = **Omega Plumbing** for a total bid of **\$142,500.00**
- Bid Package #12 – Mechanical = **Premier Mechanical** for a total bid of **\$400,000.00**
- Bid Package #13 – Electrical = **CSN Electric** for a total bid of **\$942,008.00**
- Bid Package #14 – Landscaping = **Twin Oaks Landscaping** for a total bid of **\$84,700.00**
- Bid Package #15 – Elevator = **Otis Elevator** for a total bid of **\$92,693.00**

The project will also have an allowance of \$60,000 set aside for a future Building Automation System Bid Package that will be procured at a later date and a Contingency of \$510,000.00 for any potential unforeseen work, that Cordogan Clark (CC) will monitor and utilize as needed, to account for items that may arise on the project. Thus, the total value of the project, including contingency, CM Site Supervision, GL Insurance, CM & AE Fees and other project fees, as illustrated in the attached Bid Analysis & Budget Sheet. Thus, the Total Project Budget is \$9,427,454.00. This budget is below our estimated Total Project Budget by \$644,792.00.

Thank you for this opportunity to serve Kendall County on this critical project. Should you require any additional information or clarifications, please do not hesitate to contact me.

Respectfully submitted,

**Cordogan Clark**



Brian Kronewitter, AIA, DBIA  
Executive Vice President

**Kendall County**  
**New County Office Building**  
**Bid & Budget Analysis**

June 22, 2023



			GSF:	15,760			
Bidder's Name	Base Bid	Accepted Alts.	Total Base Bid + Alts.	Delta From Estimate	Notes & Estimate Cost/SF	% Over / Under	Low Bid SF Cost
<b>BP #1 - Annex Demolition</b>	Estimated Cost:		<b>\$62,000</b>	<b>(\$11,750)</b>	<b>\$3.93</b>	<b>-19%</b>	<b>\$3.19</b>
<b>Fowler Enterprises</b>	<b>\$48,450</b>	<b>\$1,800</b>	<b>\$50,250</b>		Includes Alternates 1, 2 and 3		
Midwest Wrecking	\$59,250	(\$4,000)	\$55,250		Includes Alternates 1, 2 and 3		
KLF Enterprises	\$53,640	\$7,186	\$60,826		Includes Alternates 1, 2 and 3		
Lite Construction	\$55,700	\$8,100	\$63,800		Includes Alternates 1, 2 and 3		
S&K Excavating & Trucking	\$59,000	\$12,500	\$71,500		Includes Alternates 1, 2 and 3		
Alpine Demolition	\$82,500	\$4,000	\$86,500		Includes Alternates 1, 2 and 3		
<b>BP #2 - General Trades</b>	Estimated Cost:		<b>\$2,138,122</b>	<b>(\$22,152)</b>	<b>\$135.67</b>	<b>-1%</b>	<b>\$134.26</b>
<b>Lite Construction</b>	<b>\$2,115,970</b>		<b>\$2,115,970</b>		No Alternates		
Construction Inc.	\$2,195,000		\$2,195,000		No Alternates		
<b>BP #3 - Excavation/Site Utilities</b>	Estimated Cost:		<b>\$480,978</b>	<b>(\$43,528)</b>	<b>\$30.52</b>	<b>-9%</b>	<b>\$27.76</b>
<b>Plainfield Grading &amp; Excavating</b>	<b>\$425,000</b>	<b>\$12,450</b>	<b>\$437,450</b>		Est. add to change to 8" Water Main & Drain Tile		
Winniger Excavating	\$444,000	\$12,450	\$456,450		Est. add for change to 8" Water Main & Drain Tile		
S&K Excavating	\$975,000	\$12,450	\$987,450		Est. add for change to 8" Water Main & Drain Tile		
<b>BP #4 - Building Concrete</b>	Estimated Cost:		<b>\$593,442</b>	<b>\$189,958</b>	<b>\$37.65</b>	<b>32%</b>	<b>\$49.71</b>
<b>Premium Concrete Inc.</b>	<b>\$783,400</b>		<b>\$783,400</b>		No Alternates		
Abbey	\$828,000		\$828,000		No Alternates		
Concrete by Wagner	\$898,748		\$898,748		No Alternates		
Elliot Construction	\$1,012,855		\$1,012,855		No Alternates		
<b>BP #5 - Asphalt, C&amp;Gs, Site Concrete</b>	Estimated Cost:		<b>\$403,593</b>	<b>(\$5,093)</b>	<b>\$25.61</b>	<b>-1%</b>	<b>\$25.29</b>
<b>Abbey Paving</b>	<b>\$398,500</b>		<b>\$398,500</b>		No Alternates		
<b>BP #6 - Masonry</b>	Estimated Cost:		<b>\$516,524</b>	<b>\$56,476</b>	<b>\$32.77</b>	<b>11%</b>	<b>\$36.36</b>
<b>Jimmy Z's Masonry Corp</b>	<b>\$573,000</b>		<b>\$573,000</b>		No Alternates		
Rasco Mason Contractors	\$615,000		\$615,000		No Alternates		
A1 Group	\$639,000		\$639,000		No Alternates		
A Horn Inc.	\$691,400		\$691,400		No Alternates		
Iwanski Masonry	\$698,000		\$698,000		No Alternates		
<b>BP #7 - Roofing</b>	Estimated Cost:		<b>\$199,113</b>	<b>(\$76,113)</b>	<b>\$12.63</b>	<b>-38%</b>	<b>\$4.72</b>
<b>Filotto Roofing</b>	<b>\$123,000</b>		<b>\$123,000</b>		No Alternates		
G&L Construction Inc.	\$74,400		\$74,400		Bid Non-compliant (Missed Gutters/DS & Soffits)		
Mayou Roofing	\$86,000		\$86,000		Bid Non-compliant (Missed Gutters/DS & Soffits)		

**Kendall County**  
**New County Office Building**  
**Bid & Budget Analysis**

June 22, 2023



			GSF:	15,760			
Bidder's Name	Base Bid	Accepted Alts.	Total Base Bid + Alts.	Delta From Estimate	Notes & Estimate Cost/SF	% Over / Under	Low Bid SF Cost
Seal Tite Exteriors	\$165,560		\$165,560		No Alternates		
<b>BP #8 - Painting</b>	<b>Estimated Cost:</b>		<b>\$88,459</b>	<b>(\$39,759)</b>	<b>\$5.61</b>	<b>-45%</b>	<b>\$3.09</b>
<b>Nedrow Painting</b>	<b>\$48,700</b>		<b>\$48,700</b>		No Alternates		
Oosterbahn & Sons.	\$56,400		\$56,400		No Alternates		
K&J Painting	\$64,587		\$64,587		No Alternates		
Midwest Decorating	\$78,790		\$78,790		No Alternates		
<b>BP #9 - Flooring</b>	<b>Estimated Cost:</b>		<b>\$245,914</b>	<b>\$42,296</b>	<b>\$15.60</b>	<b>17%</b>	<b>\$18.29</b>
<b>TSI Flooring</b>	<b>\$255,385</b>	<b>\$32,825</b>	<b>\$288,210</b>		Upgrade Alt to Resinous Terrazzo		
Douglas Flooring	\$300,000	\$32,000	\$332,000		Upgrade Alt to Resinous Terrazzo		
<b>BP #10 - Fire Protection</b>	<b>Estimated Cost:</b>		<b>\$92,671</b>	<b>\$8,279</b>	<b>\$5.88</b>	<b>9%</b>	<b>\$6.41</b>
<b>CL Ducette</b>	<b>\$92,250</b>	<b>\$8,700</b>	<b>\$100,950</b>		Add Antifreeze System at Barrel Vault		
Nelson Fire Protection Co.	\$110,124		\$110,124		No Alternates		
<b>BP #11 - Plumbing</b>	<b>Estimated Cost:</b>		<b>\$259,689</b>	<b>(\$117,189)</b>	<b>\$16.48</b>	<b>-45%</b>	<b>\$9.04</b>
<b>Omega Plumbing</b>	<b>\$142,500</b>		<b>\$142,500</b>				
John's Service & Sales	\$162,160		\$162,160				
Cannonball Mechanical	\$175,450		\$175,450				
Hartwig Mechanical	\$183,735		\$183,735				
A&H Plumbing and Heating	\$221,500		\$221,500				
Jensen's Plumbing & Heating	\$240,000		\$240,000				
<b>BP #12 - Mechanical</b>	<b>Estimated Cost:</b>		<b>\$892,956</b>	<b>(\$489,656)</b>	<b>\$56.66</b>	<b>-55%</b>	<b>\$25.38</b>
<b>Premier Mechanical</b>	<b>\$398,500</b>	<b>\$1,500</b>	<b>\$400,000</b>		Alternate 4 (Generator gas) Accepted		
Jensens Plumbing & Heating	\$403,300	\$0	\$403,300		Alternate 4 (Generator gas) Accepted		
John's Service & Sales	\$429,495	\$0	\$429,495		Alternate 4 (Generator gas) Accepted		
MK Mechanical	\$434,000	\$4,000	\$438,000		Alternate 4 (Generator gas) Accepted		
F.E. Moran	\$448,500	\$3,600	\$452,100		Alternate 4 (Generator gas) Accepted		
Helm Mechanical	\$474,999	\$0	\$474,999		Alternate 4 (Generator gas) Accepted		
Amber Mechanical	\$474,400	\$1,500	\$475,900		Alternate 4 (Generator gas) Accepted		
Hartwig Mechanical	\$482,900	\$0	\$482,900		Alternate 4 (Generator gas) Accepted		
<b>BP #13 - Electrical</b>	<b>Estimated Cost:</b>		<b>\$1,014,830</b>	<b>(\$72,822)</b>	<b>\$64.39</b>	<b>-7%</b>	<b>\$59.77</b>
<b>CSN Electrical LLC</b>	<b>\$872,243</b>	<b>\$69,765</b>	<b>\$942,008</b>		Alt. #4 - Add Generator to Admin Bldg. + \$3K for Light Pole Permit Change		

**Kendall County**  
**New County Office Building**  
**Bid & Budget Analysis**

June 22, 2023



		GSF:	15,760				
Bidder's Name	Base Bid	Accepted Alts.	Total Base Bid + Alts.	Delta From Estimate	Notes & Estimate Cost/SF	% Over / Under	Low Bid SF Cost
Valley Electric	\$949,700	\$89,183	\$1,038,883		Alt. #4 - Add Generator to Admin Bldg.		
Kellenberger Electric	\$995,960	\$92,750	\$1,088,710		Alt. #4 - Add Generator to Admin Bldg.		
Fitzgerald's	\$1,098,000	\$62,000	\$1,160,000		Alt. #4 - Add Generator to Admin Bldg.		
Correct Electrical	\$1,331,664	\$93,718	\$1,425,382		Alt. #4 - Add Generator to Admin Bldg.		
<b>BP #14 - Landscaping</b>	Estimated Cost:		<b>\$200,460</b>	<b>(\$115,760)</b>	<b>\$12.72</b>	<b>-58%</b>	<b>\$5.37</b>
<b>Twin Oaks Landscaping</b>	<b>\$79,700</b>	<b>\$5,000</b>	<b>\$84,700</b>		Est. add for more Fox Street Plantings		
Cox Landscaping	\$112,347	\$5,000	\$117,347		Est. add for more Fox Street Plantings		
Four Seasons Landscaping	\$117,932	\$5,000	\$122,932		Est. add for more Fox Street Plantings		
<b>BP #15 - Elevator</b>	Estimated Cost:		<b>\$85,530</b>	<b>\$7,163</b>	<b>\$5.43</b>	<b>8%</b>	<b>\$5.88</b>
<b>Otis Elevator</b>	<b>\$92,693</b>		<b>\$92,693</b>		No Alternates		
<b>BP #16 - Building Automation System</b>	Estimated Cost:		<b>\$0</b>	<b>\$60,000</b>	<b>\$0.00</b>		<b>\$3.81</b>
<b>TO BE PROCURED AT A LATER DATE</b>	<b>\$60,000</b>		<b>\$60,000</b>		Budgeted for BAS - Bid to Building Controls Companies with Service Pricing Included		
<b>*Total Recommended Lowest Bids or Estimated Cost:</b>			<b>\$6,641,331</b>	<b>(\$629,649)</b>	<b>Low Bid Cost vs Estimate Total</b>	<b>-9%</b>	<b>\$421.40</b>
<b>TOTAL COSTS - SUBCONTRACTORS:</b>			<b>\$6,641,331</b>	<b>\$7,274,280</b>	<b>DD BUDGET ESTIMATE</b>		<b>\$421.40</b>
Construction Contingency:			\$510,000	\$509,200		7%	
<b>SUBTOTAL COSTS W/ CONTINGENCY:</b>			<b>\$7,151,331</b>	<b>\$7,783,480</b>			<b>\$453.76</b>
Escalation:			\$0	\$0	Rolled Into BP Estimates		
<b>SUBTOTAL COST W/ CONTINGENCY &amp; ESCALATION:</b>			<b>\$7,151,331</b>	<b>\$7,783,480</b>			<b>\$453.76</b>
CM General Conditions & General Requirements:			\$544,844	\$544,844			
CM Fee:			\$369,715	\$369,715			
Insurance & Bonds			\$143,027	\$155,670			
<b>TOTAL CONSTRUCTION COST:</b>			<b>\$8,208,916</b>	<b>\$8,853,708</b>			<b>\$520.87</b>
Architectural/Engineering Fees:			\$642,137	\$642,137			
Soft Costs (FF&E, Borings/Phase 1/Reimbursables):			\$576,400	\$576,400	Includes \$450K Budget for FF&E Purchase		
<b>TOTAL PROJECT BUDGET:</b>			<b>\$9,427,454</b>	<b>\$10,072,245</b>			<b>\$598.19</b>
			<b>(\$644,792)</b>	<b>OVER/(UNDER) BUDGET</b>			

**BG #1 - Bid Package #1 - Annex Demolition**

Kendall County Office Building

April 12, 2023

**PREVIOUSLY APPROVED BY COUNTY BOARD**



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendum	Base Bid	ALTERNATE #1 (RECOMMENDED) Remove Retaining Wall, Concrete & Trees	ALTERNATE #2 (RECOMMENDED) Existing basement SOG/foundations below to remain	ALTERNATE #3 (RECOMMENDED) Haul ALL material off site to be disposed in lieu of processing on-site	ALTERNATE #4 Process all material to 3" minus	Total Base Bid + Accepted Alts.
Fowler Enterprises, LLC Elgin, IL	X	X	1-2	\$48,450	\$3,800	(\$2,000)	\$0	\$8,000	\$50,250.00
Midwest Wrecking Geneva, IL	X	X	1-2	\$59,250	\$5,500	(\$9,500)	\$0	\$12,000	\$55,250.00
KLF Enterprises Markham, IL	X	X	1-2	\$53,640	\$6,089	(\$7,308)	\$8,405	\$11,000	\$60,826.00
Lite Construction Montgomery, IL	X	X	1	\$55,700	\$6,700	(\$3,300)	\$4,700	\$4,700	\$63,800.00
S&K Excavating & Trucking, Inc. Yorkville, IL	X	X	1-2	\$59,000	\$7,500	(\$3,000)	\$8,000	\$20,000	\$71,500.00
Alpine Demolition Services Batavia, IL	X	X	1-2	\$82,500	\$11,500	(\$7,750)	\$250	\$15,335	\$86,500.00
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>									<b>\$50,250</b>

**BG #2 - Bid Package #2 - General Trades**

**Kendall County Office Building**

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Fiber Pipes	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
Lite Construction, Inc. Montgomery, IL	X	X	1-3	\$2,115,970						\$110,000	\$2,115,970
Construction, Inc. Lombard, IL	X	X	1-3	\$2,195,000						\$150,000	\$2,195,000
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$2,115,970</b>



**BG #2 - Bid Package #3 - Excavation/Site Utilities**

Kendall County Office Building

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
Plainfield Grading & Excavating Plainfield, IL	X	X	1-3	\$425,000							\$425,000
Winner Excavating Yorkville, IL	X	X	1-3	\$444,000							\$444,000
S&K Excavating Newark, IL	X	X	1-3	\$975,000							\$975,000
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$425,000</b>

**BG #2 - Bid Package #4 - Building Concrete**

**Kendall County Office Building**

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
Premium Concrete Downers Grove, IL	X	X	1-3	\$783,400							\$783,400
Abbey Paving Aurora, IL	X	X	1-3	\$828,000							\$828,000
Concrete by Wagner Lockport, IL	X	X	1-3	\$898,748							\$898,748
Elliot Const Glen Ellyn, IL	X	X	1-3	\$1,012,855							\$1,012,855
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$783,400</b>

**BG #2 - Bid Package #5 - Asphalt, C&Gs, Site**

**Kendall County Office Building**

June 14, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
Abbey Paving Aurora, IL	X	X	1-4	\$398,500							\$398,500
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$398,500</b>

**BG #2 - Bid Package #6 - Masonry**

Kendall County Office Building

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
Jimmy'Z Masonry Crystal Lake, IL	X	X	1-3	\$573,000		\$150,000					\$573,000
Rasco Masonry Grayslake, IL	X	X	1-3	\$615,000		\$60,000					\$615,000
A-1 Group Elk Grove Village, IL	X	X	1-3	\$639,000		\$50,000					\$639,000
A. Horn Barrington, IL	X	X	1-3	\$691,400		\$46,500					\$691,400
Iwanski Masonry Downers Grove, IL	X	X	1-3	\$698,000		\$70,000					\$698,000
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$573,000</b>

**BG #2 - Bid Package #7 - Roofing**

Kendall County Office Building

June 14, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
G&L Construction, Inc.	X	X	1-4	\$74,400	Bid Non-compliant						\$74,400
Mayou Roofing	X	X	1-4	\$86,000	Bid Non-compliant						\$86,000
<b>Filotto Roofing</b>	<b>X</b>	<b>X</b>	<b>1-4</b>	<b>\$123,000</b>							<b>\$123,000</b>
Seal Tite Exteriors	X	X	1-4	\$165,560							\$165,560
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$123,000</b>

**BG #2 - Bid Package #8 - Painting**

Kendall County Office Building

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
Nedrow Painting Aurora, IL	X	X	1-3	\$48,700							\$48,700
Oosterbaan & Sons Posen, IL	X	X	1-3	\$56,400							\$56,400
K&J Painting Geneva, IL	X	X	1-3	\$64,587							\$64,587
Midwest Decorating Hampshire, IL	X	X	1-3	\$78,790							\$78,790
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$48,700</b>

**BG #2 - Bid Package #9 - Flooring**

Kendall County Office Building

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
TSI Comm Floor Covering Orland Park, IL	X	X	1-3	\$255,385			\$32,825				\$288,210
Douglas Flooring North Aurora, IL	X	X	1-3	\$300,000			\$32,000				\$332,000
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$288,210</b>

**BG #2 - Bid Package #10 - Fire Protection**

Kendall County Office Building

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
CL Doucette Chicago, IL	X	X	1-3	\$92,250							\$92,250
Nelson Fire Protection Rockford, IL	X	X	1-3	\$110,124							\$110,124
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$92,250</b>



**BG #2 - Bid Package #11- Plumbing**

Kendall County Office Building

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
Omega Plumbing Joliet, IL	X	X	1-3	\$142,500							\$142,500
John's Sales & Service Oglesby, IL	X	X	1-3	\$162,160							\$162,160
Cannonball Mechanical Aurora, IL	X	X	1-3	\$175,450							\$175,450
Hartwig Mechanical Elmwood Park, IL	X	X	1-3	\$183,735							\$183,735
A&H Plumbing Elk Grove Village, IL	X	X	1-3	\$221,500							\$221,500
Jensen's Plumbing Woodstock, IL	X	X	1-3	\$240,000							\$240,000
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$142,500</b>

## BG #2 - Bid Package #12 - Mechanical

Kendall County Office Building

May 25, 2023



### BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
Premier Mechanical Addison, IL	X	X	1-3	\$398,500	\$55,000			\$1,500			\$400,000
Jensen's Plumbing & Heating Woodstock, IL	X	X	1-3	\$403,300	\$49,750			\$0			\$403,300
John's Sales & Service Oglesby, IL	X	X	1-3	\$429,495	\$62,500			\$0			\$429,495
MG Mechanical Woodstock, IL	X	X	1-3	\$434,000	\$60,000			\$4,000			\$438,000
FE Moran Downers Grove, IL	X	X	1-3	\$448,500	\$46,800			\$3,600			\$452,100
Helm Mechanical Westmont, IL	X	X	1-3	\$474,999	\$57,200			\$0			\$474,999
Amber Mechanical Alsip, IL	X	X	1-3	\$474,400	\$48,500			\$1,500			\$475,900
Hartwig Mechanical Elmwood Park, IL	X	X	1-3	\$482,900	\$7,000			\$0			\$482,900
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$400,000</b>

**BG #2 - Bid Package #13- Electrical**

Kendall County Office Building

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 Data Receptacles	ALT #6 Gate & Fence	Total Base Bid + Accepted Alts.
CSN Electrical Shorewood, IL	X	X	1-3	\$872,243				\$66,765	(\$8,250)	\$20,093	\$939,008
Valley Electrical Oswego, IL	X	X	1-3	\$949,700				\$89,183	(\$2,500)	\$4,920	\$1,038,883
Kellenberger Electric Elgin, IL	X	X	1-3	\$995,960				\$92,750	(\$4,460)	\$22,550	\$1,088,710
Fitzgeralds Electrical Big Rock, IL	X	X	1-3	\$1,098,000				\$62,000	(\$8,000)	\$25,000	\$1,160,000
Correct Electric Newark, IL	X	X	1-3	\$1,331,664				\$93,718	(\$16,000)	\$16,000	\$1,425,382
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$939,008</b>

**BG #2 - Bid Package #14 - Landscaping**

Kendall County Office Building

May 25, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #6 Gate & Fence	ALT #7 Cast Iron Tree Gates	Total Base Bid + Accepted Alts.
Twin Oaks Landscaping Oswego, IL	X	X	1-3	\$79,700						\$5,200	\$79,700
4 Seasons Landscaping Plus Yorkville, IL	X	X	1-3	\$112,347						\$12,940	\$112,347
Cox Landscaping Yorkville, IL	X	X	1-3	\$117,932						N/A	\$117,932
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>											<b>\$79,700</b>

**BG #2 - Bid Package #15 - Elevator**

Kendall County Office Building

June 14, 2023



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1 Building Automation System	ALT #2 Limestone Veneer	ALT #3 Resinous Terrazzo	ALT #4 Generator	ALT #5 2 data receptacles	ALT #6 Gate & Fence	ALT #7 Cast Iron Tree Gates	Total Base Bid + Accepted Alts.
Otis Elevator	X	X	1-3	\$92,693								\$92,693
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>												<b>\$92,693</b>

## Changes to the KCAC SOP

1. **“Kendall County Animal Control only accepts owner surrender companion animals from Kendall County residents. Owner surrenders are accepted at Animal Control by appointment”**
  - a. PREVIOUSLY: “only accepts owner surrender dogs from Kendall County citizens. Kendall County Animal Control does not accept owner surrender cats and will refer people to other animal welfare organizations.”
2. **“Kendall County Animal Control does not accept wildlife, as defined in Section III, and will refer those with wildlife concerns to a licensed wildlife handling organization.”**
  - a. PREVIOUSLY: “people to Fox Valley Wildlife Center or Willowbrook Wildlife Center.”
3. **“A resident owner surrendering a companion animal will fill out and sign the Owner Surrender Form. They will also fill out the Animal Background Information Form and provide as much information as possible about the animal’s medical and behavioral history.”**
  - a. PREVIOUSLY: “companion animal” was “dog or puppy”, “animal background” was “canine background”
4. **“Upon intake, if an animal needs urgent medical attention, it will be transported immediately to a local vet clinic.”**
  - a. PREVIOUSLY: “Upon intake, if an animal needs urgent medical attention, it will be transported immediately to Countryside Vet Clinic, or if it is afterhours, VCA Aurora.”
5. Remove “A clean, 2 layer sheet of newspaper will be put down, covering the bottom of the cage” from our section regarding daily cat care.
6. **“If the cat has severe behavioral issues and the cat poses a safety risk to the staff and community, the cat will be humanely euthanized.”**
  - a. PREVIOUSLY: “or is feral”, after behavioral issues
7. ADDITION OF THE FOLLOWING: **“If the cat is exhibiting feral behavior, it will be held for at least the period of time established by County ordinance, and would then be available for placement with a licensed rescue group or humane society. If no rescue group or humane society is found, the cat may be re-evaluated or humanely euthanized.”**
8. Remove “VCA Aurora spays/neuters Kendall County Animal Control animals at no cost”
9. **“The Director will review the animal population at Animal Control with the Economic Development & Administration Committee at the monthly meetings. In this meeting, the Director will identify any trends at the local, regional, and national level regarding shelter animals as well as answer any questions.”**
  - a. PREVIOUSLY: “The Director will review the animal population at Animal Control with the County Animal Control Committee Members at the monthly meetings. In this meeting, the Director will identify each animal in Animal Control’s care, noting how long the animal has been in the shelter, and the animal has been in the facility for one and a half times longer than the average stay an animal of the same species in the previous year, an explanation as to why the animal has remained in the facility for an extended period of time. Common reasons for animals being at the facility for an extended period of time include, but are not limited to, legal holds/court cases, being in heat, pregnancy, nursing, being too young, and injury.”

10. **“Adoptions will be conducted during viewing hours only, unless approved by the director.”**
  - a. PREVIOUSLY: “Adoptions will be conducted during viewing hours only”
11. **“The adopter will receive a copy of the signed adoption agreement, the signed medical sheet, any additional medical information, and microchip information”**
  - a. PREVIOUSLY: “The adopter will receive a copy of the signed adoption agreement, the signed medical sheet, any additional medical information, and microchip information., and a list of veterinarians that provide a free first exam for animals adopted from Animal Control.”
12. **“At the beginning of the day, the cash drawer will be counted by the office manager. The transactions will be totaled from the previous business day and placed in a deposit envelope, one for each day. Deposit envelopes will be taken to the Treasurer’s Office once weekly on Thursdays.”**
  - a. PREVIOUSLY: “At the beginning of the day, the cash drawer will be counted by the office manager. The transactions will be totaled from the previous business day and placed in a deposit envelope, one for each day. Deposit envelopes will be taken to the Treasurer’s Office on the first and last business day of the week.”
13. **“If the animal was not current it will need to be placed into 10 day confinement within 24 hours at a licensed veterinarian hospital or clinic, or Animal Control (if space allows).”**
  - a. PREVIOUSLY: did not include “Animal Control (if space allows)”
14. **“Kendall County Animal Control’s adoptable pet listings (Petfinder, Adopt A Pet, etc.) will be updated at least daily to reflect the most up to date information possible.”**
  - a. PREVIOUSLY: “Kendall County Petfinder webpage will be updated at least once a week.”
15. Change “Animal Control Committee” to **“Economic Development & Administration Committee”** and “Human Resources Coordinator” to **“Human Resources Director”**
16. ADDITION OF THE FOLLOWING...

**“XVI RABIES QUARANTINE PROGRAM**

**Policy**

**Kendall County Animal Control receives bite reports from local Police Departments, and medical facilities amongst other sources with varying frequency. It is the responsibility of Kendall County Animal Control to monitor any animal bite to a human that occurs within Kendall County See 510 ILCS 5/13 (West 2014). Owners may complete a 10 day Rabies Quarantine at a vet hospital of their choice. Kendall County Animal Control may hold cats and dogs who have bitten a human for a 10 day Rabies Quarantine, after the bite occurs and if the animal is not current on a Rabies vaccine. A Rabies Quarantine can only occur at Animal Control if space in contactless kennels and staffing allows. Quarantine space availability varies and is not guaranteed. Rabies Quarantines are on a first come, first serve basis, with discretion on each bite case by the Director and ACO. Animal Control can accommodate up to two dogs, and two cat Rabies Observation impounds simultaneously if the contactless kennel space and staffing allows.**

**A 10 day Rabies Observation price for Kendall County residents is \$775 (for both dogs and cats) This price includes the following...**

- Rabies exam by a veterinarian (day one, and day ten)
- Ten days of boarding during the impound period.
- Microchip (if applicable)
- Rabies vaccination update (3 year can be chosen if eligible)
- State required \$25 Public Safety Fine (Animal Control Fund)
- Transportation to and from any applicable veterinary visits.

#### **Procedure**

**When an owner is identified and the biting animal is a dog or cat, Animal Control will verify whether or not the animal had a current rabies at the time of the bite. Animal Control will also check its database to determine if the animal has a bite history.**

**If the animal is not current it will go into 10 day confinement at a licensed veterinary hospital or clinic, or Animal Control (if space allows). If the animal is going to be confined at Animal Control, the confinement will be scheduled by Animal Control staff according to space and staffing. When scheduling, employees will not schedule more than two dogs, and two cats at any given time as contactless kennel space allows. If Animal Control is full, and cannot accommodate the animal for confinement, the owner will still need to confine the pet for a 10 day Rabies Quarantine with a licensed veterinary hospital. If Animal Control has availability, the animal will be scheduled for drop off. Upon drop off, the owner of the animal must sign and complete any and all applicable forms and waivers for the stay. The owner will also pay for the entirety of the Rabies Quarantine up front, at drop off. Payment methods accepted for a Rabies Quarantine will be cash or card only. Animal Control will not accept check payment for Rabies Quarantine stays. After being dropped off, the animal will then be transported to a veterinarian for a day one exam, where the pet will also be scanned for the presence of a microchip. The veterinarian attending to the animal will complete the Rabies Observation form for day one. The pet will then be immediately transported back to Kendall County Animal Control and placed in a contactless kennel. The pet will be monitored visually by staff for general well-being and any signs or symptoms of Rabies. If the animal under observation shows signs or symptoms of rabies, the Veterinary Administrator, owner of the biting animal, and victim shall all be informed immediately. Any other animals not currently inoculated for rabies, that have been in direct contact with the biting animal would then be required to quarantine for no less than 10 days See 510 ILCS 5/12 (West 2014). If no signs or symptoms of rabies are observed, prior to day ten, the animal will be transported back to a veterinarian for a day ten exam, where the veterinarian will complete the Rabies Observation form for Animal Control staff. If the pet did not have a previously implanted microchip, the pet shall be microchipped at this time. If the veterinarian determines the animal to be free of disease at that time, the animal may be Rabies vaccinated and released back to Animal Control for pick up by its owner.**

**If the owner decides to surrender the pet to Animal Control after the quarantine hold, an owner surrender fee of \$50 would apply. Owner surrender paperwork/Animal Background Information Form. Next, the animal will be evaluated, and it will be determined by ACO and Director if the**



animal can be transferred to another animal shelter or rescue facility, or if they will be euthanized at that time.”



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** June 12, 2023

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 23-17 Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance Pertaining to Chickens on Residentially Zoned Property

## **Background and Discussion:**

In summary, the proposal would: Allow the keeping of a maximum of six (6) hens on any lot zoned and used for single family residential purposes; Lots one (1) acre or larger in size may have a maximum of twelve (12) hens; The keeping of roosters would not be allowed on residentially zoned property, except by special use permit in the RPD Districts (this is already allowed in the Zoning Ordinance); No other poultry would be allowed; Confinements would have to be at least ten feet (10') from residential lot lines; Uncovered fence enclosure must be at least four feet (4') in height; The sale of chickens or eggs would not be allowed.

The record for the Petition can be found here,  
<https://www.kendallcountyil.gov/home/showpublisheddocument/26640/638187887235930000>

The draft ordinance is attached.

## **Committee Action:**

ZPAC-Neutral (6-1-3), RPC-Forward (9-0-1), ZBA-Approval with an Amendment to Set Minimum Lot Size at 11,000 Square Feet (6-1), Oswego Township Planning Commission-Approval with No Minimum Lot Size; Oswego Township Board-Concur with Oswego Township Planning Commission; PBZ Committee-Approval (4-1)

## **Staff Recommendation:**

Approval, provided no licensing/registration requirement is proposed.

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

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

**Date:** June 13, 2023

**ORDINANCE NUMBER 2023-\_\_\_\_\_**

**TEXT AMENDMENTS PERTAINING TO THE REGULATION OF CHICKENS IN THE  
KENDALL COUNTY ZONING ORDINANCE**

WHEREAS, on or about October 19, 2010, the Kendall County Board adopted Ordinance 2010-21 which established regulations in the Kendall County Zoning Ordinance for the keeping of chickens on residentially zoned properties with restrictions; and

WHEREAS, the keeping of chickens is allowed with restrictions within the A-1 Agricultural, R-1 One Family Residential District, R-2 One Family Residential District, R-3 One Family Residential District, and the three Residential Planned Development Districts; and

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

WHEREAS, the Kendall County Planning, Building and Zoning Committee, hereinafter be referred to as “Petitioner”, desires to allow hens on properties with smaller lot sizes with restrictions; and

WHEREAS, on March 13, 2023, the Petitioner submitted text amendments to the Kendall County Zoning Ordinance amending the regulations of chickens in residential zoning districts by lowering the minimum lot size where chickens are allowed and allowing hens as a permitted use on all lots zoned and used for single-family residential purposes with restrictions; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on April 6, 2023, the Kendall County Zoning Board of Appeals conducted a public hearing on May 1, 2023, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested text amendments and one member of the public testified in favor of the request and zero members of the public testified in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the text amendments on May 1, 2023, with a condition that a minimum lot size of eleven thousand square feet be established by a vote of six in favor and one in opposition; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing, and has forwarded to the Kendall County Board a recommendation approval of the requested text amendments; and

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

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

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.

II. Amended Text: Section 8:02.A.11.a of the Kendall County Zoning Ordinance is hereby amended by deleting the present text and replacing it with the following:

“a. On lots less than one (1) acre, no farm-type animals shall be permitted, except as outlined in this Section.”

III. Amended Text: Section 8:02.A.11.d of the Kendall County Zoning Ordinance is hereby amended by deleting the present text and replacing it with the following:

“d. Lots at least one (1) acre in size but less than five (5) acres shall be permitted to keep up to twelve (12) chickens. Lots one (1) acre in size or smaller may keep up to six (6) chickens, provided the conditions contained in Section 8:06.A. are met.”

IV. Amended Text: Section 8:03.F of the Kendall County Zoning Ordinance is hereby amended by adding the following use in the appropriate place alphabetically to list of permitted uses:

“Chickens provided that the conditions contained in Section 8:06.A are met.”

V. Amended Text: The listed of permitted uses contained in Section 8:03.F of the Kendall County Zoning Ordinance is hereby renumbered to reflect the addition of chickens.

VI. Amended Text: Section 8:03.H.1.h of the Kendall County Zoning Ordinance is hereby amended by deleting the present text and replacing it with the following:

“h. Farm-type animals, except hens, on open space acreage as detailed in an approved special use permit.”

VII. Amended Text: Section 8:06.A.2 of the Kendall County Zoning Ordinance is hereby amended by deleting the present text and replacing it with the following:

“2. Keeping of chickens on a zoning lot, provided that:

- a. Up to twelve (12) chickens may be kept on lots that are a minimum one (1) acre and up to six (6) chickens may be kept on lots less than one (1) acre.
- b. No roosters shall be kept on any zoning lot.
- c. No other poultry, including but not limited to geese, ducks, turkeys shall be kept on the property.
- d. All chickens shall be confined within a covered enclosure or an uncovered fenced enclosure at all times to prevent chickens from encroaching onto neighboring properties.
- e. All confinements shall be located at least ten feet (10') from all residentially zoned lots.
- f. All uncovered fenced enclosures shall be at least four feet (4') in height.
- g. No eggs or chickens shall be offered for sale on the premises.
- h. All lots where chickens are kept shall be used for single-family residential purposes.”

VIII. Amended Text: Section 8:07.A.2 of the Kendall County Zoning Ordinance is hereby amended by deleting the present text and replacing it with the following:

“2. Keeping of chickens on a zoning lot, provided that the conditions contained in Section 8:06.A. are met.”

IX. Amended Text: Section 8:08.A of the Kendall County Zoning Ordinance is hereby amended by adding the following use in the appropriate place alphabetically to list of permitted uses:

“Chickens provided that the conditions contained in Section 8:06.A are met.”

X. Amended Text: The listed of permitted uses contained in Section 8:08.A of the Kendall County Zoning Ordinance is hereby renumbered to reflect the addition of chickens.

XI. Amended Text: Appendix 9 of the Kendall County Zoning Ordinance is hereby amended to reflect the change of chicken regulations in the applicable zoning districts.

XII. Any reference or citation errors created by the above text amendments are hereby corrected.

*IN WITNESS OF*, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 27<sup>th</sup> day of June, 2023.

Attest:

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Kendall County Clerk  
Debbie Gillette

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Kendall County Board Chairman  
Matt Kellogg