

**KENDALL COUNTY BOARD AGENDA  
REGULAR SEPTEMBER MEETING**

**Kendall County Office Building, 111 W Fox St, Rooms 209 & 210, Yorkville IL 60560  
Tuesday, September 19, 2023, at 9:00 a.m.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
  - A. Approval of County Board Minutes from August 15, 2023
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$1,331,213.07
  - D. Approval of Petition 23-24 Request from Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Home Corporation (Billboard Owner) to Renew a Special Use Permit Granted by Ordinance 2004-43 and Renewed by Ordinance 2019-22 Allowing the Placement of an Outdoor Advertising Sign (Billboard) at the Northeast Corner of the Intersection of U.S. 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township; Property is Zoned M-2 with a Special Use Permit for a Billboard
  - E. Approval of an Agreement with Teska Associates, Inc. for Planning Services for a Period of One Year at a Cost Not to Exceed \$175 Per Hour; Related Invoices to be Paid from the Planning, Building and Zoning Department's Budget
  - F. Approval to Accept the Results of the Historic Structure Survey of Unincorporated Bristol and Kendall Townships Dated August 2023
  - G. Approve the low bid by John Deere, Inc. in the amount of \$225,529 for 2 new mowing tractors and 3 mowers, including trade-in of 2 tractors and miscellaneous equipment
  - H. Approve An Ordinance for the Establishment of an Altered Speed Zone on Lisbon Road between Walker Road and Highpoint Road
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. Finance
    1. Approval of 3-year contract with Sentinel Technologies Inc. for \$162,822 in reference to the Managed SOC Capital Project ITB
    2. Approval of the Kendall County Fiscal Year 2024 Tentative Budget
  - B. Planning, Building & Zoning
    1. Approval of Petition 23-28 Request from Troy M. and Ashley. L Williams of a Plat of Vacation of Two Five Foot Drainage and Utility Easements on the Common Boundary Line of Lots 100 and 101 of Whitetail Ridge Subdivision More Commonly Known as 7557 and 7583 Clubhouse Drive Yorkville and Identified by Parcel Identification Number 05-12-276-011 in Kendall Township; Property is Zoned RPD-2
  - C. Highway
    1. Approve An Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Breybourne Stadium on Orchard Road
    2. Approve the 5-Year Surface Transportation Program 2024-2028
14. Special Committee Reports
15. Liaison Reports
16. Other Business
17. Chairman's Report

**APPOINTMENT(S)**

Jeff Wehrli- Historic Preservation Commission- 3 Year Term – September 2026  
Thomas W. Grant – Housing Authority – 5 Year Term – September 2028  
Duayne Christian – Newark Sanitary District – 3 Year Term – September 2026  
Joseph Steffen – Newark Sanitary District – 3 Year Term – September 2026  
David Thompson – Newark Sanitary District – 3 Year Term – September 2026  
Jillian Prodell – Zoning Board of Appeals (Seward Twp) – 5 Year Term – September 2028

18. Public Comment
19. Questions from the Press
20. Executive Session
21. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
August 15, 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, August 15, 2023, at 9:04 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Scott Gengler, Dan Koukol, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Elizabeth Flowers and Jason Peterson.

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

**PLEDGE OF ALLEGIANCE**

Karylin Clevenger from VAC led the Pledge of Allegiance.

**INVOCATION**

Karylin Clevenger from VAC gave the invocation.

**THE AGENDA**

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

**PUBLIC COMMENT**

Margaret Sheehan spoke about elections.

Amande Herrera spoke about the VAC event Saluting with Smoke a BBQ Competition festival and fundraiser.

Dee Stewart stated that County Clerk Gillette and elected officials are doing a good job.

**CONSENT AGENDA**

Member DeBolt moved to approve the consent agenda.

A. Approval of County Board Minutes from July 18, 2023

B. Standing Committee Minutes Approval

C. Approval of Claims in an amount not to exceed \$1,627,751.35

D. Intergovernmental Agreement (IGA) for Geographic Information Systems (GIS) Services between Kendall County and the Village of Oswego

E. Intergovernmental Agreement (IGA) for Geographic Information Systems (GIS) Services between Kendall County and Oswegoland Park District

F. Approval of an Intergovernmental Agreement between the Township of Oswego and the County of Kendall for the TransUnion TLOxp Program for a Period of Two Years at a Cost of \$600 Annually Paid by Kendall County to Oswego Township; Related Invoices to be Paid from the Planning, Building and Zoning Department's Budget

G. Approve Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the Village of Oswego for installation of a path along State Route 31 (2023)

H. Approve Resolution to amend Resolution No. 12-33 which establishes the Kendall County Transportation Alternatives Program (KC-TAP)

I. Approve Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. for the replacement of Structure 047-3013 in the amount of \$234,645.51

J. Approval and Acknowledgement of the Fiscal Year 2024 Annual Probation Plan for 23rd Judicial Circuit Court Kendall County.

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 \$444.86; ANML CNTRL WRDN \$2,012.86; ASSESS \$466.79; CIR CT CLK \$11,792.65; CIR CRT JDG \$6,598.89; CMB CRT SRV \$29,685.01; CRNR \$8,847.20; CORR \$63,215.20; CNTY ADMN \$1,243.23; CNTY BRD \$402,300.84; CNTY CLK \$6,815.32; HIGHWY \$617,882.05; CNTY TRSR \$3,104.23; ELECTION \$53,764.49; EMA \$2,622.41; EMA DRCTR \$106.88; FCLT MGMT \$32,688.39; GIS COORD \$1,514.98; HLTH & HMN SRV \$145,184.53; HR \$2,389.09; JURY \$521.28; MRT COMM \$3,023.37; PBZ PLNNR \$600.00; PBZ \$4,479.17; PRSDNG JDG \$4,037.00;

PROB SPVSR \$5,443.90; PUB DFNDR \$175.80; ROE \$6,920.58; SHRF \$40,146.76; ST ATTY \$1,112.92; TECH \$23,890.30; TRSR \$449.76; UTIL \$28,454.13; VET \$1,330.73; FP \$13,526.11; SHF \$45,218.24; SHF \$55,741.40

D) A complete copy of IGAM 23-230 is available in the Office of the County Clerk.

E) A complete copy of IGAM 23-31 is available in the Office of the County Clerk.

F) A complete copy of IGAM 23-32 is available in the Office of the County Clerk.

G) A complete copy of IGAM 23-33 is available in the Office of the County Clerk.

H) A complete copy of Resolution 23-38 is available in the Office of the County Clerk.

I) A complete copy of IGAM 23-34 is available in the Office of the County Clerk.

### NEW BUSINESS

#### Election Judge Pay

Member Bachmann moved to approve the Resolution Increasing Election Judge Daily Compensation for Kendall County, Illinois. 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 Resolution 23-39 is available in the Office of the County Clerk.

### ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

#### Sheriff

Under Sheriff Richardson spoke about Respect for Law Banquet.

#### County Clerk & Recorder

Revenue Report		7/1/23-7/31/23	7/1/22-7/31/22	7/1/21-7/31/21
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$507.00	\$750.50	\$1,223.50
MARFEE	County Clerk Fees - Marriage License	\$1,500.00	\$2,100.00	\$2,310.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$10.00	\$35.00	\$35.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,458.00	\$2,034.00	\$1,906.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$225.00	\$285.00
MISINC	County Clerk Fees - Misc	\$54.00	\$177.00	\$34.00
	County Clerk Fees - Misc Total	\$3,529.00	\$5,321.50	\$5,793.50
RECFEE	County Clerk Fees - Recording	\$19,757.00	\$26,583.00	\$42,133.00
	Total County Clerk Fees	\$23,286.00	\$31,904.50	\$47,926.50
CTYREV	County Revenue	\$45,147.50	\$56,112.75	\$58,817.25
DCSTOR	Doc Storage	\$11,226.00	\$15,370.50	\$24,659.50
GISMAP	GIS Mapping	\$35,730.00	\$48,722.00	\$78,120.00
GISRCD	GIS Recording	\$2,382.00	\$3,248.00	\$5,208.00
INTRST	Interest	\$78.64	\$27.57	\$32.78
RECMIS	Recorder's Misc	\$1,029.00	\$3,675.50	\$443.00
RHSP	RHSP/Housing Surcharge	\$18,252.00	\$13,509.00	\$22,023.00
TAXCRT	Tax Certificate Fee	\$800.00	\$600.00	\$520.00
TAXFEE	Tax Sale Fees	\$0.00	\$0.00	\$0.00
PSTFEE	Postage Fees			

CK # 19713                      To KC Treasurer                      \$137,931.14                      \$173,169.82                      \$237,750.03

County Clerk, Debbie Gillette spoke about the returned voter id cards and new software for ordering vital records online.

**Treasurer**

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

**Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR EIGHT MONTHS ENDED 07/31/2023

<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	\$894,885	97.80%	\$996,276	214.25%
State Income Tax	\$3,158,685	\$2,625,539	83.12%	\$2,825,294	109.75%
Local Use Tax	\$760,000	\$543,322	71.49%	\$516,816	54.40%
State Sales Tax	\$650,000	\$395,001	60.77%	\$545,955	93.65%
County Clerk Fees	\$350,000	\$181,222	51.78%	\$245,948	70.27%
Circuit Clerk Fees	\$1,050,000	\$829,534	79.00%	\$742,876	59.43%
Fines & Foreits/St Atty.	\$250,000	\$261,121	104.45%	\$217,937	79.25%
Building and Zoning	\$80,000	\$67,669	84.59%	\$79,645	106.19%
Interest Income	\$75,000	\$827,142	1102.86%	\$60,841	152.10%
Health Insurance - Empl. Ded.	\$1,488,365	\$830,203	55.78%	\$785,992	49.48%
1/4 Cent Sales Tax	\$3,228,750	\$2,249,379	69.67%	\$2,160,403	66.91%
County Real Estate Transf Tax	\$450,000	\$297,285	66.06%	\$398,478	88.55%
Federal Inmate Revenue	\$584,000	\$243,120	41.63%	\$1,057,680	55.73%
Sheriff Fees	\$113,663	\$76,717	67.50%	\$61,740	53.69%

<b>TOTALS</b>	<b>\$13,153,463</b>	<b>\$10,322,139</b>	<b>78.47%</b>	<b>\$10,695,880</b>	<b>77.27%</b>
<b>Public Safety Sales Tax</b>	<b>\$7,500,000</b>	<b>\$3,983,945</b>	<b>53.12%</b>	<b>\$4,056,494</b>	<b>73.59%</b>
<b>Transportation Sales Tax</b>	<b>\$7,500,000</b>	<b>\$3,983,945</b>	<b>53.12%</b>	<b>\$4,056,494</b>	<b>67.61%</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

**Health Department**

Director, RaeAnn VanGundy reported that the van is out and about at many events, they are working on 40-45 Grants, and there has been positive results of the West Nile Disease.

**Supervisor of Assessments**

Supervisor of Assessments, Andy Nicoletti stated that they have all the Assessor books turned in and are balancing them. New construction is approximately \$84 million and increase in assessments of about 10%.

**VAC**

Superintendent, Tim Stubinger reported that the VAC served 445 and had \$294,486 in compensation for the months of June and July.

**OTHER BUSINESS**

Member Bachmann stated that they raised the ceiling on the applications and types of projects for the KC-TAP Program.

**CHAIRMAN'S REPORT**

The new employee with the HR Department was introduced.

Under Sheriff Richardson informed the board of the opportunity to get more squad cars from a local Ford dealership since another entity has backed out.

**QUESTIONS FROM THE PRESS**

Ethan Krueger from WSPY asked about the Election Judge pay increase.

**EXECUTIVE SESSION**

Member DeBolt made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity, (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**ADJOURNMENT**

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

Approved and submitted this 15th day of August 2023.  
Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS  
FINANCE & BUDGET COMMITTEE  
Meeting Minutes for Thursday, August 24, 2023**

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**Call to Order** – Committee Chair Scott Gengler called the Finance & Budget Committee to order at 4:01 p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg	Here		
Jason Peterson	Here		
Seth Wormley	Here		

**With five (5) members present a quorum was established.**

**Staff Present** – Latreese Caldwell, Jennifer Breault, Matt Kinsey, Jacquie Purcell, Jill Ferko, Meagan Briganti, Bobby Richardson, RaeAnn VanGundy

**Others Present**- Joe Slivka, Larry Nelson

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

**Approval of Claims** – Member Kellogg made a motion to forward the approval of the claims to the next County Board meeting, second by Member DeBolt. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

**Committee Reports and Updates**

**A. Personnel Reports** – Treasurer Jill Ferko prepared the monthly personnel report which is included in the packet on pages 2-3. Committee members discussed the increases in salaries within the States Attorney’s office.

**New Committee Business**

**A. MOTION (RC):** FY23 Budget - Approval of 13 squad car purchases  
Undersheriff Bobby Richardson directed the committee to pages 4-6 of packet for a memorandum which includes a cost analysis prepared by Commander Jason Langston. The purchase of the vehicles in FY23 instead of FY24 is a result of another police department that ordered the vehicles and then did not purchase. The purchase of these vehicles will result in cost savings as well as time-saving due to supply chain issues experienced in the past. These additional squads are available now and ready for immediate delivery. Additionally, vehicles will come with a 6-year 125,000-mile warranty.

Member DeBolt made a motion for Approval of 13 squad car purchases to be forwarded to the next County Board Meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried 5 -0.**

**B. MOTION (RC):** Approval of new PT Project Manager for Kendall County Broadband Project to be funded from ARPA

Deputy ICT Director Meagan Briganti briefed the committee on the need for a part-time Project Manager position to support the Kendall County broadband project. The job description can be found on pages 7-10 of the packet. Discussion centered around making this a contracted 1099 position instead of a Kendall County employee position. Clarification is also needed on this committees' role and authorization as a special committee and what requires County Board approval for them.

Member Kellogg made a motion to amend this position from a PT Project Manager position to a Contracted Service position second by Member Peterson. **With 5 members present voting aye, the motion carried 5 -0.**

Member Gengler made a motion to forward the Contracted Service position of the Kendall County Broadband project funded by ARPA to the States Attorney's Office to draft a contract for the Kendall County Broadband Project, second by Member DeBolt. **With 5 members present voting aye, the motion carried 5 -0.**

**C. MOTION (RC):** Approval of Request to approve the surveying and mounting of a plaque in Kendall County

Deputy ICT Director Meagan Briganti briefed the committee on this GIS project (pages 11-13 of packet). The center of Kendall County has been identified, and GIS would like to place a plaque on the geographic center similar to the one pictured on page 13 of the packet. All funding for this project will be out of the GIS Fund with no budget adjustments needed.

Member Kellogg made a motion to approve the request for surveying and mounting of a plaque in Kendall County, second by Member Wormley. **With 5 members present voting aye, the motion carried 5 -0.**

**D. MOTION (RC):** Approval of Request to add a fourth FT GIS position

Deputy ICT Director Meagan Briganti is asking the committee for approval to add an additional GIS position. They would like to hire their summer intern who will be graduating in December to this position. The GIS/Cadastral Technician job description (pages 14-16 of packet) was previously approved by HR for the part time intern position only change to the description is that it will be now full time. Their GIS fund can support this position with benefits. The hire date would be the start of FY24.

Member DeBolt made a motion for Approval of Request to add a fourth FT GIS position to be forwarded to the next County Board Meeting for approval under consent, second by Member Wormley. **With a voice vote of four (4) ayes, and one (1) nay, the motion carried 4-1.**

**E. MOTION (RC):** Approval of 3-year contract with Sentinel Technologies Inc. for \$162,822 in reference to the Managed SOC Capital Project ITB

Director of ICT Matt Kinsey briefed the committee on the need for a Managed Security Operations Center (SOC) (pages 17- 19 of packet). The Managed SOC serves as a dedicated and outsourced cybersecurity unit. It functions as a surveillance and defense hub, continuously monitoring and safeguarding the digital assets and infrastructure of the government. This contract has two additional options included; assist with disaster recovery and business continuity. The board would like Matt Kinsey to look into what it would cost for a 5-year contract to lock into the best rate. He is also working concurrently with KenCom and acting as an advisor for them.

Member DeBolt made a motion for Approval of 3-year contract with Sentinel Technologies Inc. for \$162,822 in reference to the Managed SOC Capital Project ITB to be forwarded to the County Board Meeting, second by Member Wormley. **With 5 members present voting aye, the motion carried 5 -0.**

**F. MOTION (RC):** Approval of budget for network equipment purchase for new Kendall County Clerk and new corner building in the amount of \$80,000 for FY23

Director of ICT Matt Kinsey discussed that the technology component for the new construction building was not included in the original engineering costs. Technology equipment was not included in the original budget for the building, and there is also a lead time for this equipment to be purchased. The need to establish this budget should prevent any delays with purchasing and installation of technological equipment.

Member Peterson made a motion for Approval of budget for network equipment purchase for new Kendall County Clerk and new corner building in the amount of \$80,000 for FY23 to be forwarded to the next County Board Meeting for approval, second by Member Wormley. **With 5 members present voting aye, the motion carried 5 -0.**

**G. DISCUSSION:** FY24 Budget Calendar

Interim County Administrator Latreese Caldwell briefed the committee on the progress for the FY24 budget (pages 20). Department heads and elected officials have been working with Latreese Caldwell and Jennifer Breault on their budgets, currently they are only waiting on one budget. They are preparing budget templates, and these will be presented on the tablets for the Budget Hearings in September.

**H. DISCUSSION:** FY24 Budget

Ms. Caldwell directed them to page 21 of the packet for the FY24 current general fund surplus/deficient amount without including capital expenditures. FY 24 Levy Calculations and requests are included on page 22 of the packet. They are still waiting for additional costs for IMRF, Social Security and Liability Insurance Fund.

On page 23 detailed calculations with a CPI with a potential increase of 5%. These are all the preliminary numbers and at the budget hearings the board members will be supplied with all salary increases, new positions requested, and a spreadsheet with line-item increases.

**I. DISCUSSION:** ARPA FY23-FY24

The committee discussed the applications received by the August 17, 2023 deadline, these included Village of Newark, Kendall County Fairgrounds, Seward Township, Village of Oswego, Lisbon Township, Village of Lisbon, United City of Yorkville, City of Plano, and Fox Valley Family YMCA (pages 24-43 of the packet). After discussion the tentative breakdown of the ARPA money that maybe allocated to these applicants are listed below:

United City of Yorkville	225,000
City of Plano	325,000
Lisbon Township	32,738
Village of Lisbon	45,000
City of Oswego	225,000
YMCA	94,956
Seward Township	32,639
Village of Newark	58,875
Kendall County Fairgrounds	29,345
<b>Total</b>	<b>1,068,553</b>



The committee would like staff to look into the new ARPA rule changes that were just rolled out this week and get some staff recommendations for other County projects that may qualify for these funds. The next steps will Jennifer Breault will contact the applicants for any follow-up questions and then work with the States Attorney's office to draft appropriate contracts.

**Old Committee Business**

**A. DISCUSSION:** Use of Opioid Settlement Funds

Director of Health Department RaeAnn VanGundy addressed the committee on the use of the Opioid Settlement Funds. She is asking the committee to reconsider the request for the opioid funds to pay for salaries. The reason she is asking is that her salaries are not paid out of the general fund, they come from grant-based funding only. It is a way to track the time spent by staff in that grant program and allocate funds appropriately. She has also suggested the establishment of a task force to include all departments eligible for opioid funds. The purpose of this collaboration is to improve communication between the departments and to do more and do better with the funds available.

**Public Comment** - None

**Executive Session** – None

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

**Items for County Board**

- Approval of Claims
- FY23 Budget - Approval of 13 squad car purchases
- Approval of Request to add a fourth FT GIS position
- Approval of 3-year contract with Sentinel Technologies Inc. for \$162,822 in reference to the Managed SOC Capital Project ITB

**Items for the States Attorneys' Office**

- Draft contract for Contracted Service position for Kendall County Broadband Project to be funded from ARPA

**Adjournment** – Member Wormley made a motion to adjourn the Finance and Budget Committee meeting, second by Member Peterson. **With 5 members present voting aye; the meeting was adjourned at 6:04 p.m. by a vote of 5-0.**

Respectfully submitted,

Sally A. Seeger  
Administrative Assistant and Recording Clerk



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** September 11, 2023

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 23-24 Request from Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Home Corporation (Billboard Owner) to Renew a Special Use Permit Granted by Ordinance 2004-43 and Renewed by Ordinance 2019-22 Allowing the Placement of an Outdoor Advertising Sign (Billboard) at the Northeast Corner of the Intersection of U.S. 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township

## **Background and Discussion:**

The Petitioners are requesting a renewal of their special use permit. The Kendall County Zoning Ordinance and their existing special use permit require this type special use permit to be renewed every two (2) years.

The appearance of the sign and location of the sign shall be exhibits in the approval ordinance. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board. The advertising on the sign is restricted to Pulte's residential development. The sign will not be illuminated. They must follow applicable laws and comply with the conditions of the special use permit.

The record for the Petition can be found here, <https://www.kendallcountyil.gov/home/showpublisheddocument/27415/638260001679800000>

The draft ordinance is attached.

## **Committee Action:**

ZPAC-Approval (7-0-3), RPC-Approval (6-0-1-3), ZBA-Approval with Conditions (6-0-1), Oswego Township-No Comments, City of Aurora-No Objections, Oswego Fire Protection Dist-No Comments, PBZ Committee-Approval

## **Staff Recommendation:**

Approval with Conditions

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

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

**Date:** September 12, 2023

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

**GRANTING A RENEWAL TO A SPECIAL USE PERMIT GRANTED BY ORDINANCE 2004-43  
ON PROPERTY ZONED M-2 HEAVY INDUSTRIAL DISTRICT FOR AN OUTDOOR  
ADVERTISING SIGN ON PROPERTY LOCATED AT THE NORTHEAST CORNER OF U.S.  
ROUTE 34 AND HAFENRICHTER (FARNSWORTH) (PIN: 03-01-127-006)  
IN OSWEGO TOWNSHIP**

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

*WHEREAS*, Section 12:12 of the Kendall County Zoning Ordinance permits the placement of outdoor advertising structures and off-premise advertising signs as a special use permit with certain restrictions in the M-2 Heavy Industrial Zoning District; and

*WHEREAS*, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the M-2 Heavy Industrial Zoning District and consists of approximately 42.9 acres located at the northeast corner of the intersection of U.S. Route 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property.”; and

*WHEREAS*, the subject property is currently owned by KEKA Farms, LLC and is represented by Dave Hamman and the owner leases the property to Pulte Home Corporation and shall collectively hereinafter be referred to as “Petitioner”; and

*WHEREAS*, on December 21, 2004, the Kendall County Board approved Ordinance 2004-43 granting a special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

*WHEREAS*, Condition #1 of Ordinance 2004-05 required that the special use granted by said ordinance be renewed every three years;

*WHEREAS*, on September 19, 2017, the Kendall County Board approved Ordinance 2017-14 granting a renewal of the special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

*WHEREAS*, on August 27, 2019, the Kendall County Board approved Ordinance 2019-22 granting a renewal of the special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

*WHEREAS*, on August 17, 2021, the Kendall County Board approved Ordinance 2021-17 granting a renewal of the special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

*WHEREAS*, Condition #2.C of Ordinance 2021-17 and Section 12:06.A.4 of the Kendall County Zoning Ordinance require special use permits for such signs to be renewed every two years; and

WHEREAS, on or about June 20, 2023, Petitioner filed a petition for renewal of the special use permit granted by Ordinance 2004-05 and renewed by Ordinance 2021-22; and

WHEREAS, following due and proper notice by publication in the Beacon-News on August 11, 2023, the Kendall County Zoning Board of Appeals conducted a public hearing on August 28, 2023, at 7:00 p.m. in the County Office Building at 111 W. Fox Street in Yorkville, at which evidence, testimony, and exhibits in support of the requested renewal to an existing special use permit was presented and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval with conditions of the renewal to an existing special use permit as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated August 28, 2023, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested renewal to an existing special use permit; and

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

WHEREAS, this renewal to an existing special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a renewal to an existing special use permit allowing the placement of an outdoor advertising structure (billboard) on the subject property subject to the following conditions:
  - A. The sign shall look substantially in the form as shown in Exhibit C attached hereto.
  - B. The sign shall be located substantially in the location depicted on the Site Plan attached hereto as Exhibit D.
  - C. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
  - D. The sign will not be illuminated.
  - E. The advertising on the sign is restricted to Pulte Home Corporation's residential development.

- F. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.
  - G. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
  - H. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 3. This renewal to an existing special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.
  - 4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this renewal to an existing special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of September, 2023.

Attest:

\_\_\_\_\_  
Kendall County Clerk  
Debbie Gillette

\_\_\_\_\_  
Kendall County Board Chairman  
Matt Kellogg

Exhibit A

Legal Description

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, 1716.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 36, 1194.70 FEET TO THE CENTER LINE OF U. S. ROUTE NO. 34; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 306.50 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 139 DEGREES, 03 MINUTES, 06 SECONDS WITH THE LAST DESCRIBED COURSE, AS MEASURED COUNTERCLOCKWISE THEREFROM, 1700.90 FEET TO A POINT THAT IS 1679.04 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 36; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 17 MINUTES, 17 SECONDS WITH THE LAST DESCRIBED COURSE, AS MEASURED CLOCKWISE THEREFROM, 997.93 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 36 THAT IS 1727.22 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE CONTINUING SOUTHERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 441.28 FEET TO THE CENTER LINE OF SAID U. S. ROUTE NO. 34; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 486.62 FEET TO THE CENTER LINE OF HAFENRICHTER ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAFENRICHTER ROAD 2472.21 FEET TO A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 FROM THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 1830.39 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART FALLING WITHIN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN FALLING WITHIN THE FOLLOWING: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 36, 1851.94 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 16 DEGREES 39 MINUTES 17 SECONDS WITH SAID SOUTH LINE, MEASURED FROM WEST TO NORTH, 482.53 FEET, THIS LINE HEREINAFTER REFERRED CALLED LINE "A", FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 97 DEGREES 52 MINUTES 31 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 710.83 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 101 DEGREES 10 MINUTES 19 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 327.11 FEET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 390.0 FEET, 244.0 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 200.0 FEET TO THE CENTER LINE OF U.S. ROUTE NO. 34; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 653.09 FEET TO THE NORTHWESTERLY EXTENSION OF SAID LINE "A"; THENCE SOUTHEASTERLY ALONG SAID EXTENDED LINE "A" 470.73 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP AURORA, KANE COUNTY, ILLINOIS AND THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN THE FOLLOWING: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1851.94 FEET TO THE POINT OF BEGINNING; THENCE

NORTHWESTERLY AT AN ANGLE OF 16 DEGREES 39 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, 667.53 FEET TO A POINT; THENCE SOUTHWESTERLY AT AN ANGLE OF 97 DEGREES 52 MINUTES 31 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 721.67 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 78 DEGREES 49 MINUTES 41 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 426.88 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST, THE CHORD OF WHICH FORMS AN ANGLE OF 163 DEGREES 10 MINUTES 57 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 196.66 FEET AND A CHORD DISTANCE OF 193.85 FEET TO A POINT; THENCE NORTHEASTERLY AT AN ANGLE OF 84 DEGREES 21 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM THE CHORD OF THE LAST DESCRIBED COURSE, 727.61 FEET TO THE SOUTH LINE OF AFORESAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 51.42 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS AND IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF THE LAND CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS BY INSTRUMENT RECORDED APRIL 26, 2007 AS DOCUMENT 200700013871, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

AND ALSO EXCEPTING ALL THAT PART LYING NORTHERLY OF THE CENTERLINE OF U.S. 34

Exhibit B

The Kendall County Zoning Board of Appeals approved the following Findings of Fact and Recommendation at their meeting on August 28, 2023, by a vote of six (6) in favor and zero (0) in opposition. Member Prodehl was absent.

**FINDINGS OF FACT**

§ 13:08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the applicant on special use permit applications.

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **Provided that the sign remains at its current location, the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the public.***

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **True, the proposed special use will not negatively impact adjoining properties.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **This requirement is not applicable because the proposed special use does not require utilities, access roads, points of ingress and egress, drainage or other facilities.***

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. **True, the proposed special use shall conform to the applicable regulations of the district.***

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **True, the proposed special use is consistent with the purposes and objectives of the Land Resource Management Plan.***

**RECOMMENDATION**

Approval subject to the following conditions:

1. The rendering of the sign and map depicting the location of the sign shall be Exhibits in the approval ordinance.
2. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
3. The sign will not be illuminated.
4. The advertising on the sign is restricted to Pulte Home Corporation's residential development.
5. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.



6. Failure to comply with the above regulations and restrictions could result in the revocation of the special 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.

Exhibit C

16'

14' TO TOP OF SIGN

12'



# LINCOLN CROSSING

TWO-STORY SINGLE FAMILY HOMES  
FROM THE **LOW \$400'S**

**MODELS OPEN**

LOCATED ON WOLF'S CROSSING NEAR EOLA

Join the Interest List

[Pulte.com/LincolnCrossing](http://Pulte.com/LincolnCrossing)



10" X 64" MDO PRICE PATCH  
WHITE VINYL COPY ON  
BACKGROUND PAINTED  
RONAN DARK BLUE

16" X 16" MDO INFO PATCH  
WHITE VINYL COPY ON  
BACKGROUND PAINTED RED

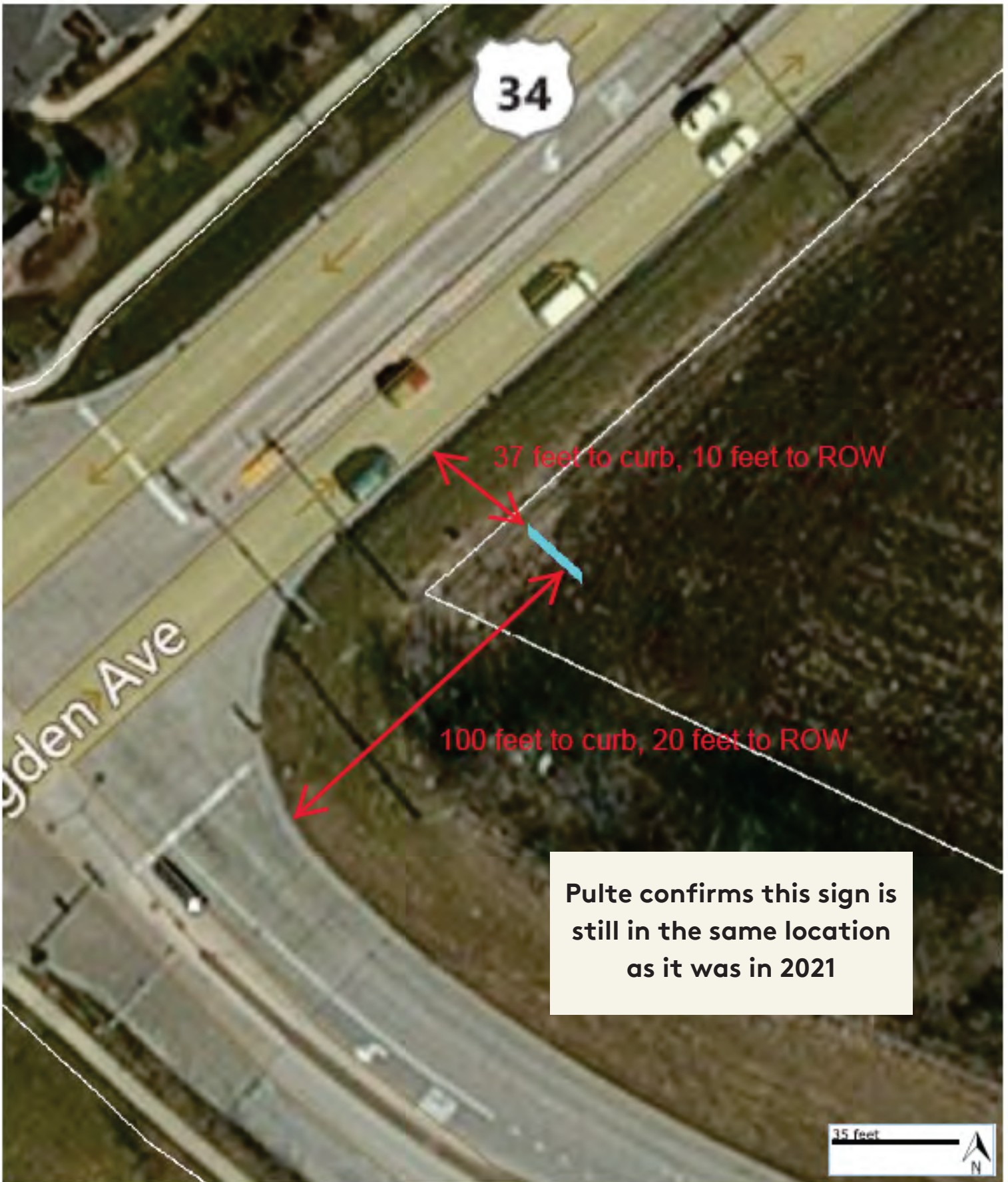
**LINCOLN CROSSING: 12' X 16' DOUBLE-SIDED INFORMATIONAL BILLBOARD REFACE  
3/8" MDO W/ VINYL COPY & DIGITALLY PRINTED DETAIL  
BACKGROUND PAINTED RONAN DARK BLUE- MOUNTED TO EXISTING WOOD COLUMNS  
LOCATED AT FARNSWORTH & OGDEN (FORMERLY READING "MEADOW RIDGE")**



426 W. FIFTH AVENUE  
NAPERVILLE, IL 60563

PH: 630-357-2300  
FAX: 630-357-3977

DATE: FEBRUARY 26, 2022  
[signs@signsnownaperville.com](mailto:signs@signsnownaperville.com)





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** September 11, 2023

**Amount:** Maximum \$175 Per Hour

**Budget:** Planned for FY23/24

**Issue:** Approval of an Agreement with Teska Associates, Inc. for Planning Services for a Period of One Year at a Cost Not to Exceed \$175 Per Hour; Related Invoices to be Paid from the Planning, Building and Zoning Department's Budget

**Background and Discussion:**

Teska Associates, Inc. has been Kendall County's Planning Consultant for the last twenty (20) years. They served the County when the Senior Planner/Director position was vacant and/or in a backup capacity.

The attached proposed contract would continue this practice for the next year. Teska Associates, Inc. would answer general zoning questions and provide staff for various committees in the absence of the Planning, Building and Zoning Director. The contract would be valid for one (1) year. Teska Associates, Inc. would bill the County on a bi-weekly basis when services are rendered.

The attached proposed contract has been reviewed by the State's Attorney's Office and Teska Associates, Inc.

**Committee Action:**

PBZ Committee-Approval

**Staff Recommendation:**

Approval

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

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

**Date:** September 12, 2023

AGREEMENT BETWEEN  
KENDALL COUNTY  
AND  
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this \_\_\_\_\_ day of September, 2023 by and between Kendall County, Illinois with offices at 111 West Fox Street, Yorkville, IL 60560-1498, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 and 24103 West Lockport Street, Unit 107, Plainfield, IL 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CLIENT desires to engage the services of the CONSULTANT to provide **Planning and Zoning Support/Consulting** for Kendall County, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

If any information, data, reports, records, and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates **the Kendall County Administrator** or his/her appointee to act as its representatives with respect to the work to be performed under this Agreement, and such persons shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been

revoked. The CONSULTANT shall assign Mike Hoffman as Principal-in-Charge with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services based on hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly related expenses. The Consultant will not charge for travel to Kendall County. The billing rates for professional staff are:

Staff Member	Hourly Rate
Mike Hoffman, AICP, Principal, V.P.	\$165
Other Principal	\$135 to \$175
Associate	\$115

An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly. Separate accounts can be set-up for individual projects to allow the County to seek reimbursement from developers as appropriate. Invoicing will be done bi-weekly when services are rendered.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit applicable invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue for one (1) year from the date of this agreement.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose and agrees not to use any such documents without the CONSULTANT'S express consent and professional involvement.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois. 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.

If mediation fails to resolve the matter, 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 of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, CLIENT is required to use the services of 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.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement. If any officer or elected official of CLIENT does have a direct or pecuniary interest in CONSULTANT or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

To the extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend with counsel of CONSULTANT'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, judgments, or other liabilities including costs, reasonable fees and expenses of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach by CONSULTANT of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims are caused in whole or in part by any wrongful or negligent act or omission or misconduct of CONSULTANT in its performance under this Agreement.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in its defense shall not remove CONSULTANT'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.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage in the following minimum amounts:

<u>Commercial General Liability</u>	
General Aggregate Limit	\$3,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$500,000

M. Non-Discrimination

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

N. Certification

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

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 CONSULTANT 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.

O. Compliance with State and Federal Laws

CONSULTANT 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.

It is understood and agreed to by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

P. Notice

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to CLIENT, Attention: Kendall County Administrator, 111 W. Fox Street, Room 316, Yorkville, Illinois 60560, fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in case of CONSULTANT, to: Mike Hoffman, Teska Associates, Inc. Vice President, 24103 W. Lockport Street, Plainfield, IL 60544, (815) 436-9485, \_\_\_\_\_.

Q. Entire Agreement

This Agreement represents the entire Agreement between the parties regarding the subject matter of this Agreement, and there are not other promises or conditions in any other Agreement whether oral or written regarding the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties regarding the subject matter of this Agreement and may not be modified except in writing acknowledged by both parties.

R. Counterparts

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

S. Authority to Execute Agreement

CONSULTANT AND CLIENT 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.

T. Assignment

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

U. Waiver

CLIENT and/or CONSULTANT'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. Independent Contractor Relationship

It is understood and agreed that CONSULTANT is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with CLIENT. CONSULTANT understands and agrees that CONSULTANT is solely responsible for paying all wages, benefits and any other compensation due and owing to CONSULTANT'S officers, employees, and agents for the performance of services set forth in this Agreement. CONSULTANT further understands and agrees that CONSULTANT is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for CONSULTANT'S officers, employees and/or agents who perform services as set forth in the Agreement. CONSULTANT also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of CONSULTANT, CONSULTANT'S officers, employees and agents and agrees that CLIENT is not responsible for providing any insurance coverage for the benefit of CONSULTANT, CONSULTANT'S officers, employees and agents. CONSULTANT hereby agrees to defend with counsel of CLIENT'S own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from CLIENT, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that CONSULTANT, its officers, employees and/or agents may sustain while performing services under this

Agreement.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES, INC.

CLIENT:  
KENDALL COUNTY



BY: \_\_\_\_\_  
Michael E. Hoffman  
Vice President

BY: \_\_\_\_\_

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

## ATTACHMENT A

### SCOPE OF SERVICES

#### The Study Area

For the purposes of this Agreement, the study area is defined Kendall County, Illinois.

#### 1. County Planning and Zoning Consultation

The CONSULTANT will assist the CLIENT with planning and zoning services as needed, primarily during the time when the County's Senior Planner is out on paternity leave. This effort will include review of development applications and zoning related requests and meeting or responding via telephone or e-mail with developers, residents, and County staff/consultants as appropriate, and preparation of staff reports. All services will be at the request of the CLIENT.

#### 2. Meetings

During the period of the Agreement, the CONSULTANT will attend regular or special meetings of the Kendall County Regional Planning Commission (KCRPC), the Historic Preservation Commission (HPC), the Comprehensive Land Plan and Ordinance Committee (CLPOC), the Zoning Board of Appeals (ZBA), the Planning, Building and Zoning Committee (PBZ), and the Zoning, Platting and Advisory Committee (ZPAC). The CONSULTANT will also be available for County Board or other meetings as requested by the CLIENT to provide planning or landscape architectural advice.

This effort will include logistical elements of meetings including preparing agendas, minutes, and operating equipment such as recorders, monitors, etc. The CONSULTANT shall provide the agenda, minutes reports and packets in a timely fashion to the County Administration office who will handle posting to the website and at the office building as appropriate.

#### 3. Special Assignments

As required, the CONSULTANT will provide professional and technical assistance on special assignments related to such subjects as: intergovernmental relations, code enforcement and amendment, capital improvements, economic development, public meetings, litigation, and other topics as requested by the CLIENT during the period of this Agreement.



# Kendall County Agenda Briefing

**Committee:** Historic Preservation Commission

**Meeting Date:** August 21, 2023

**Amount:** N/A

**Budget:** N/A

**Issue:** Approval to Accept the Results of the Historic Structure Survey of Unincorporated Bristol and Kendall Townships Dated August 2023

**Background and Discussion:**

In August 2022, Kendall County was awarded a Certified Local Government Grant from the Illinois Department of Natural Resources to conduct an historic structure survey of unincorporated Kendall and Bristol Townships.

At the same time, the County contracted with Wiss, Janney, Elstner Associates, Inc. to conduct the survey.

The results of the survey were presented at the July 2023 and August 2023 Kendall County Historic Preservation Commission meetings and the Commission voted to accept the results of the survey.

The results of the survey will also be presented at the September 14, 2023, Committee of the Whole meeting.

The survey documents have been submitted to the Illinois Department of Natural Resources and they found them to be acceptable.

The draft resolution to accept the results of the survey are attached.

**Committee Action:**

HPC-Approval (4-0-1)

**Staff Recommendation:**

Approval

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

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

**Date:** September 8, 2023

State of Illinois  
County of Kendall

**RESOLUTION # 2023-\_\_\_\_\_**

**ACCEPTING THE RESULTS OF THE HISTORIC STRUCTURE SURVEY OF  
KENDALL AND BRISTOL TOWNSHIPS DATED AUGUST 2023**

*WHEREAS*, 55 ILCS 5/Div. 5-30 allows counties to establish Historic Preservation Ordinances; and

*WHEREAS*, the Kendall County Board established the Kendall County Historic Preservation Ordinance through Ordinance 2006-67 and periodically amended the Ordinance; and

*WHEREAS*, Article II, Section 2.A, of the Kendall County Historic Preservation Ordinance grants the Kendall County Historic Preservation Commission the authority to conduct surveys of the County to identify buildings, structures, areas, sites and landscapes that are of historic, archaeological, architectural, or scenic significance, and, therefore, potential landmarks or historic districts; and

*WHEREAS*, in February 2021, Kendall County became a Certified Local Government; and

*WHEREAS*, in August 2022, Kendall County entered into a grant agreement with the Illinois Department of Natural Resources (22-005CLG) to conduct an historic structure survey of unincorporated Bristol and Kendall Townships; and

*WHEREAS*, in August 2022, Kendall County entered into a contract with Wiss, Janney, Elstner Associates, Inc. to conduct the historic structure survey referenced previously; and

*WHEREAS*, in August 2023, Wiss, Janney, Elstner Associates, Inc. presented the final version of the historic structure survey to the Kendall County Historic Preservation Commission; and

*WHEREAS*, on August 21, 2023, the Kendall County Historic Preservation Commission voted to accept the results of the historic structure survey; and

*WHEREAS*, on September 14, 2023, the results of the historic structure survey were presented to the Kendall County Committee of the Whole; and

*WHEREAS*, the Kendall County Board has considered the vote of the Kendall County Historic Preservation Commission and has determined that the results of the historic structure survey are in conformance with the provisions and intent of the contract with Wiss, Janney, Elstner Associates, Inc. and the grant agreement with the Illinois Department of Natural Resources referenced previously; and

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

- I. The recitals set forth above are incorporated as if fully set forth herein.
- II. The County Board of the County of Kendall hereby accepts the results of the Historic and Architectural Survey of Bristol and Kendall Townships, Kendall County, Illinois, dated August 2023, a true and correct copy shall be placed on file with the Kendall County Clerk's Office.
- III. The historic structure survey project referenced herein shall be officially considered closed and complete.

IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of September, 2023.

Attest:

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Debbie Gillette  
Kendall County Clerk

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Matt Kellogg  
Kendall County Board Chairman



# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



**AUGUST**

**2023**

Submitted by: Sheriff Dwight A. Baird

## ***OPERATIONS DIVISION***

<b>POLICE SERVICES</b>	<b>August-21</b>	<b>August-22</b>	<b>July-23</b>	<b>August-23</b>
Calls for Service	764	747	813	761
Police Reports	347	408	357	363
Total Arrests	37	152	142	137
Ordinance Citations Issued	0	1	4	2
<b>TRAFFIC SERVICES</b>				
Traffic Contacts	184	621	725	700
Traffic Citations Issued	62	286	448	329
DUI Arrests	4	6	6	6
<b>TRAFFIC CRASH INVESTIGATIONS</b>				
Property Damage	24	33	30	38
Personal Injury	34	9	9	14
Fatalities	0	0	0	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>58</b>	<b>42</b>	<b>39</b>	<b>52</b>
<b>VEHICLE USAGE</b>				
Total Miles Driven by Sheriff's Office	43,523	47,912	51,723	64,357
Vehicle Maintenance Expenditures	\$6,358	\$2,959	\$6,521	\$3,777
Fuel Expenditures	\$11,777	\$18,161	\$14,739	\$16,913
Fuel Gallons Purchased	4,047	4,681	4,187	4,579
Squad Damage Reports	0	0	0	0
<b>AUXILIARY DEPUTIES</b>				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	109	107	85	79
<b>TOTAL AUXILIARY HOURS</b>	<b>109</b>	<b>107</b>	<b>85</b>	<b>79</b>
<b>EVIDENCE/PROPERTY ROOM</b>				
New Items into Property Room	125	78	101	161
Disposal Orders Processed	36	26	36	30
Items Disposed Of	129	177	109	59
Items Sent to Crime Lab for Processing	8	11	10	5
Pounds of Prescription Meds Collected from Drop Box	9	19	9	9
<b>INVESTIGATIONS/COPS ACTIVITIES</b>				
Total Assigned Cases (Patrol/Invest)	50	28	29	16
Total Closed Cases (Patrol/Invest)	31	31	18	38
Total Open Cases (Patrol/Invest)	126	77	112	90
Community Policing Meetings/Presentations	24	22	24	31
<b>Sex Offender / Violent Offenders Against Youth Registrations</b>				
Sex Offender Registrations	12	13	10	11
Sex Offender - Address Verifications Completed	0	0	1	1
Sex Offender - Address Verification Attempted	0	0	5	2
Total # of Sex Offenders- Jurisdiction	31	30	34	34
Total # of Sex Offenders- Entire County	87	85	86	90
Violent Offenders Against Youth Registrations	0	2	6	3
VOAY - Address Verification Completed	0	0	1	0
VOAY - Address Verification Attempted	0	0	1	0
Total # of VOAY- Jurisdiction	6	7	7	7
Total # of VOAY- Entire County	27	23	23	23

## ***RECORDS DIVISION***

<b>SHERIFF SALES</b>	<b>August-21</b>	<b>August-22</b>	<b>July-23</b>	<b>August-23</b>
Sales Scheduled	17	6	19	10
Sales Cancelled	9	6	10	4
Sales Conducted	8	0	9	6

### **CIVIL PAPERWORK**

Papers Filed/Received	136	194	166	159
Papers Served/Executed	94	141	115	117

### **REPLEVINS/LEVY**

Replevin/Levy Scheduled	0	1	0	0
Replevin/Levy Conducted	0	1	0	0

### **SA, SUBPOENA & FOIA REQUESTS**

Electronic and Recording Copy Requests	52	87	68	96
Accident Reports	40	16	9	21
Background Checks	25	39	29	22
Incidents	79	91	73	72
Subpoenas	7	3	3	2
<b>TOTAL REQUESTS</b>	<b>203</b>	<b>236</b>	<b>182</b>	<b>213</b>

### **WARRANTS**

Total Warrants on File	1,741	1,718	1,435	1,363
New Warrants Issued	134	131	131	143
Total Warrants Served	112	121	115	177
Warrants Quashed	42	13	27	38

### **EVICCTIONS**

Evictions Scheduled for Month	9	8	6	13
Evictions Cancelled	7	1	3	4
Evictions Conducted	2	7	3	9

### **FEES**

Civil Process Fees	\$5,104	\$6,994	\$6,279	\$7,091
Sheriff Sales Fees	\$3,600	\$3,000	\$5,100	\$4,800
Records Fees/Fingerprinting	\$90	\$190	\$180	\$70
Bond Processing Fees	\$1,763	\$2,632	\$4,943	\$6,056
<b>TOTAL FEES COLLECTED</b>	<b>\$10,556</b>	<b>\$12,816</b>	<b>\$16,502</b>	<b>\$18,016</b>

## ***CORRECTIONS DIVISION***

### **JAIL POPULATION**

New Intake Bookings	152	213	215	190
Inmates Released	156	219	213	181
Federal Inmate ADP	62	21	15	15
Kendall County Inmate ADP	70	59	63	56
Other Jurisdictions Inmate ADP	12	6	4	4
Average Daily Population	144	86	82	75
ADP of inmates housed in other Jurisdictions		9	8	5

### **JAIL MEALS**

Number of Meals Prepared Consolidated/Aramark	12,904	8,029	7,651	7,055
Price Per Meal	\$1.33	\$1.69	\$3.07	\$3.07

<b>INMATE TRANSPORTS</b>	<b>August-21</b>	<b>August-22</b>	<b>July-23</b>	<b>August-23</b>
To and From Kendall County Courthouse	27	50	37	54
Other County Court Transports	0	1	4	8
Out of County Prisoner Pickups	10	8	8	14
To I.D.O.C	1	2	2	4
Medical/Dental Transports	4	3	4	5
Court ordered medical transports	0	1	0	0
Juvenile To and From Youth Homes/Courts	14	8	2	10
Federal Transports	15	7	8	6
To and From Kane County Jail		21	8	14
<b>TOTAL INMATE TRANSPORTS</b>	<b>71</b>	<b>101</b>	<b>73</b>	<b>115</b>

<b>INMATE WORK CREWS</b>				
Number of Inmates	0	0	0	0
Number of Locations	0	0	0	0
Total Hours Worked	0	0	0	0

<b>REVENUE</b>				
Amount Invoiced for Inmates Housed for Other Juris.	\$26,047	\$2,620	\$2,325	\$2,325
Amount Invoiced for Federal Housing	\$153,040	\$51,280	\$36,720	\$42,780
Amount Invoiced for Federal Court Transport	\$2,044	\$1,392	\$1,912	\$2,380
Amount Invoiced for Federal Medical Transport	\$2,727	\$373	\$619	\$261
<b>TOTAL INVOICED</b>	<b>\$183,858</b>	<b>\$55,664</b>	<b>\$41,577</b>	<b>\$47,746</b>

<b>MEDICAL BILLING</b>				
Medical Contractual Services	\$19,538	\$20,626	\$20,046	\$21,917
Prescriptions	\$2,978	\$5,596	\$1,302	\$1,541
Medical	\$52	\$146	\$300	\$1,505
Dental	\$0	\$0	\$0	\$0
Emergency Medical Services	\$267	\$368	\$0	\$88
Medical Supplies	\$456	\$258	\$139	\$743
<b>TOTAL MEDICAL BILLING</b>	<b>\$23,292</b>	<b>\$26,994</b>	<b>\$21,787</b>	<b>\$25,793</b>

<b>Housing Expense</b>				
Kane County Jail		\$1,125	\$16,800	\$11,925
<b>TOTAL HOUSING EXPENSE</b>		<b>\$1,125</b>	<b>\$16,800</b>	<b>\$11,925</b>

<b>Outstanding FTA Fees</b>				
FTA Fees- Outstanding	\$75	\$1,275	\$525	\$750

<b>COURT SECURITY</b>				
Entries	9,904	10,614	10,376	11,818
Items X-rayed	4,255	4,415	4,283	4,544
Bond Call - In Person	6	6	10	4
Bond Call - Video	56	55	52	54
Kendall Prisoners	60	78	80	81
Other Prisoners	8	21	20	22
Arrests made at Courthouse	26	21	36	23
Contraband Refused	69	57	56	59

## ***ELECTRONIC HOME MONITORING***

<b>TOTAL DEFENDANTS ORDERED TO EHM</b>				
Juvenile	6	7	6	4
Adult	60	68	77	79
<b>TOTAL PARTICIPANTS</b>	<b>66</b>	<b>75</b>	<b>77</b>	<b>83</b>

<b>Orders</b>	<b>August-21</b>	<b>August-22</b>	<b>July-23</b>	<b>August-23</b>
Presentenced	63	71	70	74
Bischof	41	31	31	32
Post Sentenced	3	4	7	9

<b>Days Defendants Served on EHM</b>				
Juvenile	134	184	132	124
Adult	1,505	1,995	2,099	2,225
<b>TOTAL DAYS</b>	<b>1,639</b>	<b>2,179</b>	<b>2,231</b>	<b>2,349</b>

<b>EHM VIOLATIONS</b>				
Juvenile	0	1	0	0
Adult	10	11	2	7
<b>TOTAL VIOLATIONS</b>	<b>10</b>	<b>12</b>	<b>2</b>	<b>12</b>

<b>COST vs. COLLECTIONS</b>				
Cost	\$4,311	\$5,731	\$5,868	\$6,178
Collected	\$4,675	\$2,798	\$2,681	\$2,054

## ***KCSO TRAINING***

<b>CORRECTIONS DIVISION</b>				
<b>NATURE OF TRAINING</b>				
Airborne & Bloodborne Pathogens				1
CIT for Correctional Facilities				1
Conflict & Dispute Resolution				1
Corrections Emergency Directives & Evacuation Exercise				212.5
Corrections Liability				1
CourtSmart				0.5
De-Escalation & Reasonable Use of Force				2
Drug & Alcohol Awareness				1
Drug Withdrawal in Jail				2
LEADS Re-Cert				3
Lexipol DTB's				17.25
Maintaining Boundaries for Corrections Staff				1
Responding to Emergencies 1				10
Responding to Emergencies 2				10
Stress & Your Health				1
Understanding Anxiety, OCD, PTSD				1
Understanding Autism Spectrum Disorder				1
Understanding Depression & Bipolar Disorder				1
<b>TOTAL HOURS</b>	<b>500.00</b>	<b>184.00</b>	<b>92.75</b>	<b>267.25</b>

<b>OPERATIONS DIVISION</b>				
<b>NATURE OF TRAINING</b>				
Annual Mandatory Firearms Qualification				5.5
Annual Shotgun Quals				3
BAO Re-Cert				3
Civil Process Service-ISA				8
CourtSmart				33.5
Echelon Front's Extreme Ownership Series A				16
Emergency Medical Response				6
Firearms Restraining Orders Act Awareness				6
Identity Protection Act				1
ICS 200c Basic Incident Command System for Initial				4
Kendall County SAO Anti-Harassment Video				4
LEADS Re-Cert				1.5
Lexipol DTB's				28.5
Mental Health Awareness				90
OC Pepper Spray Cert				0.5
Off Duty Qual				1

Officer Stress Management				18
Policy 315				4
Realistic De-Escalation				247.5
Rifle Qualification				4
Roll Call Training				6
Taser X2 Cert				4
Trauma Informed Response to Sexual Assault/Abuse				16
<b>TOTAL HOURS</b>	<b>648.00</b>	<b>385.00</b>	<b>487.25</b>	<b>511.00</b>

**COURT SECURITY**

<b>NATURE OF TRAINING</b>				
Annual Mandatory Firearms Quals				1
CourtSmart				3.5
Lexipol DTB's				5.25
Off Duty Qual				1
Responding to Emergencies 1				6
Responding to Emergencies 2				6
<b>TOTAL HOURS</b>	<b>57.00</b>	<b>38.00</b>	<b>20.25</b>	<b>22.75</b>

**ADMINISTRATION DIVISION**

<b>NATURE OF TRAINING</b>				
Civil Service Process-ISA				8
CourtSmart				0.5
Understanding Garrity & Giglio				2
<b>TOTAL HOURS</b>	<b>0.000</b>	<b>12.500</b>	<b>22.750</b>	<b>10.500</b>

**AUXILIARY**

<b>NATURE OF TRAINING</b>				
Lexipol				4.25
<b>TOTAL HOURS</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>4.25</b>

**PART TIMERS**

<b>NATURE OF TRAINING</b>				
CourtSmart				2
Emergency Medical Response				2
Firearms Restraining Order Act Awareness				1
Lexipol DTB's				6
Mental Health Awareness				10
Officer Stress Management				2
Realistic De-Escalation				7.5
Roll Call Training				1
<b>TOTAL HOURS</b>	<b>9.00</b>	<b>27.00</b>	<b>5.50</b>	<b>31.50</b>

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>8/1/23-8/31/23</b>	<b>8/1/22-8/31/22</b>	<b>8/1/21-8/31/21</b>
<b>Line Item</b>	<b>Fund</b>			<b>Revenue</b>
CLKFEE	County Clerk Fees	\$649.00	\$750.50	\$1,355.50
MARFEE	County Clerk Fees - Marriage License	\$2,550.00	\$2,700.00	\$2,520.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$30.00	\$50.00	\$20.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,822.00	\$1,906.00	\$2,224.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$35.00	\$305.00
MISINC	County Clerk Fees - Misc	\$28.00	\$18.00	\$34.00
	County Clerk Fees - Misc Total	\$5,109.00	\$5,459.50	\$6,458.50
RECFEE	County Clerk Fees - Recording	\$24,258.00	\$27,037.00	\$45,829.00
	Total County Clerk Fees	\$29,367.00	\$32,496.50	\$52,287.50
CTYREV	County Revenue	\$51,965.00	\$52,559.50	\$80,549.25
DCSTOR	Doc Storage	\$14,041.00	\$15,726.50	\$26,987.50
GISMAP	GIS Mapping	\$44,640.00	\$49,920.00	\$85,440.00
GISRCD	GIS Recording	\$2,976.00	\$3,328.00	\$5,696.00
INTRST	Interest	\$87.79	\$33.81	\$58.05
RECMIS	Recorder's Misc	\$5,271.25	\$3,509.50	\$11,105.00
RHSP	RHSP/Housing Surcharge	\$23,364.00	\$13,509.00	\$24,399.00
TAXCRT	Tax Certificate Fee	\$440.00	\$920.00	\$440.00
TAXFEE	Tax Sale Fees	\$0.00	\$0.00	\$20.00
PSTFEE	Postage Fees			
CK # 19729	To KC Treasurer	\$172,152.04	\$172,002.81	\$286,982.30
Death Certificate Surcharge sent from Clerk's office \$1288.00 ck # 19727				
Dom Viol Fund sent from Clerk's office \$430.00 ck 19728				

# 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 NINE MONTHS ENDED 08/31/2023

<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	\$927,323	101.35%	\$1,019,144	219.20%
State Income Tax	\$3,158,685	\$2,878,033	91.11%	\$3,032,558	117.80%
Local Use Tax	\$760,000	\$620,682	81.67%	\$596,541	62.80%
State Sales Tax	\$650,000	\$487,826	75.05%	\$533,561	91.50%
County Clerk Fees	\$350,000	\$204,508	58.43%	\$277,853	79.40%
Circuit Clerk Fees	\$1,050,000	\$940,103	89.53%	\$853,298	68.30%
Fines & Foreits/St Atty.	\$250,000	\$298,412	119.36%	\$264,161	96.10%
Building and Zoning	\$80,000	\$76,556	95.69%	\$91,965	122.60%
Interest Income	\$75,000	\$999,524	1332.70%	\$124,776	311.90%
Health Insurance - Empl. Ded.	\$1,488,365	\$928,625	62.39%	\$876,943	55.20%
1/4 Cent Sales Tax	\$3,228,750	\$2,660,491	82.40%	\$2,571,276	79.60%
County Real Estate Transf Tax	\$450,000	\$342,433	76.10%	\$454,590	101.00%
Federal Inmate Revenue	\$584,000	\$315,840	54.08%	\$189,360	62.70%
Sheriff Fees	\$113,663	\$88,863	78.18%	\$71,995	62.60%
<b>TOTALS</b>	<b>\$13,153,463</b>	<b>\$11,769,219</b>	<b>89.48%</b>	<b>\$10,695,880</b>	<b>77.27%</b>
<b>Public Safety Sales Tax</b>	<b>\$7,500,000</b>	<b>\$4,720,011</b>	<b>62.93%</b>	<b>\$4,791,364</b>	<b>86.90%</b>
<b>Transportation Sales Tax</b>	<b>\$7,500,000</b>	<b>\$4,720,011</b>	<b>62.93%</b>	<b>\$4,791,364</b>	<b>79.90%</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 8 months the revenue and expense should at approxiametly 75%

### EXPENDITURES

All General Fund Offices/Categories

**\$31,800,015**      **\$16,485,512**      **51.84%**      **\$16,546,048**      **44.80%**



2023 Judicial Statistics

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	Graphic
<b>AD</b> Adoption	1	1	2	3	1	0	3	3					14	
<b>CA</b> Court Administration	5	0	0	0	0	0	0	0					5	
<b>CC</b> Contempt of Court	0	2	0	1	1	1	0	0					5	
<b>CF</b> Criminal Felony	30	46	52	33	35	48	53	52					349	
<b>CH</b> Chancery	3	1	3	0	1	3	2	4					17	
<b>CL</b> Civil Law Violation	0	0	0	0	0	0	0	0					0	
<b>CM</b> Criminal Misdemeanor	31	27	37	23	36	30	41	33					258	
<b>CV</b> Conservation Violation	0	0	0	4	6	0	0	0					10	
<b>DC</b> Dissolution with Children	16	22	29	14	12	31	14	17					155	
<b>DN</b> Dissolution without Children	10	12	21	15	14	21	20	13					126	
<b>DT</b> DUI	25	20	25	27	24	12	27	19					179	
<b>DV</b> Domestic Violence	25	9	16	16	10	15	23	14					128	
<b>ED</b> Eminent Domain	1	0	0	0	3	0	1	0					5	
<b>EV</b> Eviction	46	54	69	23	38	60	39	67					396	
<b>FA</b> Family	7	15	20	2	14	8	10	21					97	
<b>FC</b> Foreclosures	28	25	26	23	15	16	18	16					167	
<b>GR</b> Guardianships	2	4	11	6	9	4	11	11					58	
<b>JV</b> Juvenile	1	0	0	1	0	4	0	0					6	
<b>JA</b> Juvenile Abuse/Neglect	12	9	7	2	11	5	6	6					58	
<b>JD</b> Juvenile Delinquency	11	10	15	20	13	14	8	3					94	
<b>LA</b> Law	9	13	9	6	12	10	11	11					81	
<b>LM</b> Law Magistrate	14	20	26	22	32	20	27	20					181	
<b>MH</b> Mental Health	1	1	0	0	0	0	0	1					3	
<b>MR</b> Misc. Remedy	9	3	4	11	2	12	9	4					54	
<b>MT</b> Major Traffic	158	149	181	161	170	148	190	186					1343	
<b>MX</b> Misc Criminal	24	9	49	11	33	17	17	17					177	
<b>OP</b> Order of Protection	45	23	52	25	50	54	47	50					346	
<b>OV</b> Ordinance Violation	0	0	0	1	0	1	2	3					7	
<b>PR</b> Probate	8	6	10	8	13	10	10	7					72	
<b>QC</b> Quasi Criminal	0	0	0	0	0	0	0	0					0	
<b>SC</b> Small Claims	92	127	105	139	118	76	101	120					878	
<b>TR</b> Traffic	293	343	406	371	298	294	516	485					3006	
<b>TX</b> Tax	5	5	6	5	3	3	4	1					32	
<b>WI</b> Wills	17	12	20	21	14	14	15	14					127	
<b>XX</b> Misc	5	0	0	2	1	0	0	0					8	
	<b>934</b>	<b>968</b>	<b>1201</b>	<b>996</b>	<b>989</b>	<b>931</b>	<b>1225</b>	<b>1198</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8442</b>	
<b>Totals for 2021</b>	<b>848</b>	<b>764</b>	<b>1006</b>	<b>941</b>	<b>892</b>	<b>945</b>	<b>976</b>	<b>965</b>	<b>920</b>	<b>872</b>	<b>846</b>	<b>730</b>	<b>10705</b>	

**Office of the Kendall County Coroner**

**Monthly Report  
August 2023**

\* There were 32 hours of community service time served during the month of August.

No Report for August 2023

Deaths Report to the M.E.		Deaths Investigations	
August 2023	25	August 2023	6
YTD	237	YTD	50

MEI Scene Investigations		Postmortem Examinations	
August 2023	4	August 2023	2
YTD	41	YTD	22

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
August 2023	20	2	1	0	0	2
YTD	210	12	7	1	1	6

Cremation Permits Issued	
August 2023	17
YTD	141

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2023-0213	Natural	Neoplasm	07-23-1931	08-03-2023	None	No
2023-0214	Natural	Neoplasm	08-27-1949	08-06-2023	None	No
2023-0215	Accident	MVCrash-Motorcyclist Driver	12-31-1996	08-06-2023	Toxicology	Yes
2023-0216	Natural	Neoplasm	08-15-1945	08-06-2023	None	No
2023-0217	Natural	Neoplasm	01-12-1944	08-10-2023	None	No
2023-0218	Natural	Neoplasm	03-11-1943	08-10-2023	None	No
2023-0219	Natural	Nervous System- Stroke	04-13-1931	08-10-2023	None	No
2023-0220	Natural	Neoplasm	10-23-1934	08-10-2023	None	No
2023-0221	Natural	Cardiac-Infarct NOS	12-08-1954	08-10-2023	None	No
2023-0222	Pending	Drug Death-Mixed Drug Toxicity	09-18-1967	08-11-2023	Full	Yes
2023-0223	Natural	Cirrhosis	06-15-1959	08-12-2023	None	No
2023-0224	Pending	Asphyxia-Mechanical-Traumatic	04-20-1980	08-15-2023	Full	Yes
2023-0225	Natural	Renal Disease	03-19-1957	08-18-2023	None	No
2023-0226	Natural	Cardiac-Cardiomyopathy	03-19-1940	08-21-2023	None	No
2023-0227	Natural	Infection-COVID-19	10-31-1938	08-22-2023	None	No
2023-0228	Accident	MVCrash-Occupant	10-12-1942	08-23-2023	None	No
2023-0229	Natural	Dementia-Alzheimers	07-15-1942	08-24-2023	None	No
2023-0230	Suicide	Gun-Handgun	08-24-1987	08-24-2023	None	Yes
2023-0231	Natural	Pulmonary	03-27-1928	08-27-2023	None	No
2023-0232	Natural	Neoplasm	07-03-1942	08-28-2023	None	No
2023-0233	Natural	Cardiac-Infarct NOS	03-14-1949	08-29-2023	None	No
2023-0234	Natural	Neoplasm	08-20-1961	08-30-2023	None	No
2023-0235	Natural	Dementia-Alzheimers	08-10-1936	08-30-2023	None	No
2023-0236	Natural	Neoplasm	04-15-1968	08-31-2023	None	No
2023-0237	Natural	Neoplasm	11-08-1953	08-31-2023	None	No



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** September 11, 2023

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 23-28 Request from Troy M. and Ashley. L Williams of a Plat of Vacation of Two Five Foot Drainage and Utility Easements on the Common Boundary Line of Lots 100 and 101 of Whitetail Ridge Subdivision More Commonly Known as 7557 and 7583 Clubhouse Drive Yorkville and Identified by Parcel Identification Number 05-12-276-011 in Kendall Township; Property is Zoned RPD-2

**Background and Discussion:**

The owners of the subject property would like to construct one house which will straddle the line between Lots 100 and 101 in the Whitetail Subdivision. In order to construct the house as proposed, the drainage and utility easements along the common boundary line of the two lots needs to be vacated.

The record for the Petition can be found here,  
<https://www.kendallcountyil.gov/home/showpublisheddocument/27771/638278802047030000>

The draft ordinance is attached.

**Committee Action:**

ZPAC-Approval (8-0-2); Yorkville Economic Development Committee-Approval ; PBZ Committee-Approval

**Staff Recommendation:**

Approval with Conditions

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

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

**Date:** September 12, 2023

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

**APPROVING A PLAT OF VACATION OF TWO FIVE FOOT DRAINAGE AND UTILITY  
EASEMENTS ON THE COMMON BOUNDARY LINES OF LOTS 100 AND 101 OF  
WHITETAILED RIDGE SUBDIVISION MORE COMMONLY KNOWN AS 7557 AND 7583  
CLUBHOUSE DRIVE AND IDENTIFIED BY PARCEL IDENTIFICATION  
NUMBER 05-12-276-011 IN KENDALL TOWNSHIP**

*WHEREAS*, Section 7.06 of the Kendall County Subdivision Control Ordinance permits the Kendall County Board to approve plats of vacation and provides the procedure through which plats of vacation are approved; and

*WHEREAS*, the two five-foot drainage and utility and easements which are the subject of this Ordinance were established by Ordinance 2005-16 which granted approval of a final plat of Whitetail Ridge Subdivision and was approved by the Kendall County Board on March 1, 2005, and

*WHEREAS*, the final plat of Whitetail Ridge Subdivision was recorded in the Kendall County Recorder of Deeds Office on June 9, 2005, and

*WHEREAS*, two five-foot drainage and utility easements which are the subject of this Ordinance are located along and parallel to the shared property line of Lots 100 and 101 in Whitetail Ridge Subdivision. The legal descriptions of the easements are set forth in Exhibit A attached hereto and incorporated by reference; and

*WHEREAS*, on or about May 25, 2021, Troy M. and Ashley L. Williams acquired ownership of Lots 100 and 101 of Whitetail Ridge Subdivision and the property presently identified by Parcel Identification Number 05-12-276-011; and

*WHEREAS*, on or about August 14, 2023, Troy M. and Ashley L. Williams, hereinafter referred to as "Petitioners," filed a petition for approval of a plat of vacation of two five-foot drainage and utility easements located along the property line of Lots 100 and 101; and

*WHEREAS*, on September 5, 2023, the Kendall County Zoning, Platting and Advisory Committee has reviewed this petition and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested plat of vacation; and

*WHEREAS*, on September 11, 2023, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the information presented and recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has forwarded to the Kendall County Board a recommendation of approval of the requested plat of vacation; and

*WHEREAS*, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Subdivision Control Ordinance and other applicable Ordinances; and

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

1. The Kendall County Board hereby grants approval of Petitioners' petition for plat of vacation of the easements legally described in Exhibit A attached hereto and shown on the site plan attached hereto as Exhibit B Plat of Easement Release.
2. Lots 100 and 101 of Whitetail Ridge Subdivision shall not be sold as individual lots upon the successful recording of Exhibit B.
3. One (1) single-family residence may be constructed on Lots 100 and 101 of Whitetail Ridge Subdivision combined.
4. This vacation shall become effective upon the successful recording of Exhibit B in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

*IN WITNESS OF*, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of September, 2023.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg

**LEGAL DESCRIPTION OF EASEMENT RELEASE – LOT 100**

THAT PART OF LOT 100 IN WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7; PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8; AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL COUNTY AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005 00015985, IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE SOUTHEAST FIVE FEET, EXCEPTING  
THEREFROM THE NORTHEAST FIFTEEN FEET AND  
THE SOUTHWEST TEN FEET THEREOF.

COMMON ADDRESS: 7557 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 05-12-276-006

**LEGAL DESCRIPTION OF EASEMENT RELEASE - LOT 101**

THAT PART OF LOT 101 IN WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7; PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8; AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL COUNTY AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 2005 00015985, IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE NORTHWEST FIVE FEET, EXCEPTING  
THEREFROM THE NORTHEAST FIFTEEN FEET  
AND THE SOUTHWEST TEN FEET THEREOF.

COMMON ADDRESS: 7583 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 05-12-276-007



# PLAT OF EASEMENT RELEASE



LEGEND	
---	LOT LINE/PROPERTY LINE
---	DRIVE L&L
---	ADJACENT LOT LINE/PROPERTY LINE
---	EXISTING EASEMENT LINE/POINTS
---	(SPT. DASHED LINE)

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING ON \_\_\_\_\_

LOTS 100 AND 101 OF WHITEHALL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 7, PART OF SECTION 7 TOWNSHIP 38 NORTH, RANGE 8 AND PART OF THE FORMER WINDY-HILL-SHAM RESUBDIVISION IN KENDALL COUNTY AND WINDY-HILL TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 2005 AS DOCUMENT NUMBER 2005 0005980, IN KENDALL COUNTY, ILLINOIS.

COMMON ADDRESS: 7357 CLUBHOUSE DRIVE, YORKVILLE, ILLINOIS  
PARCEL INDEX NUMBER: 09-12-278-002  
09-12-278-007

**COUNTY BOARD**

STATE OF ILLINOIS )  
COUNTY OF KENDALL )  
APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS THIS DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

COUNTY CLERK \_\_\_\_\_ CHAIRMAN OF COUNTY BOARD \_\_\_\_\_

**COMMONWEALTH EDISON COMPANY**

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ SIGNATURE  
\_\_\_\_\_ PRINT NAME

TITLE: \_\_\_\_\_

**OWNER'S CERTIFICATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF KENDALL )  
THIS IS TO CERTIFY THAT \_\_\_\_\_ (NAME THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON AND COVEY) WILLINGLY ACCEPT AND APPROVE THE EASEMENT RELEASE AND GRANT AS DESCRIBED HEREON.

DATED AT \_\_\_\_\_ ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

**AMERITECH**

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ SIGNATURE  
\_\_\_\_\_ PRINT NAME

TITLE: \_\_\_\_\_

**NOTARY'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF KENDALL )  
I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS HAS OR IN THEIR FREE VOLUNTARY ACT, GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

**COMCAST**

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ SIGNATURE  
\_\_\_\_\_ PRINT NAME

TITLE: \_\_\_\_\_

**COUNTY RECORDER**

STATE OF ILLINOIS )  
COUNTY OF KENDALL )  
THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY AFORESAID ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ IN THE BOOK \_\_\_\_\_ OF PLATS OF PAGE \_\_\_\_\_

KENDALL COUNTY RECORDER \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
THIS IS TO CERTIFY THAT I, LARRY C. POSAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE PLAT OF EASEMENT RELEASE FOR THE PROPERTY DESCRIBED HEREON.

OWNED UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

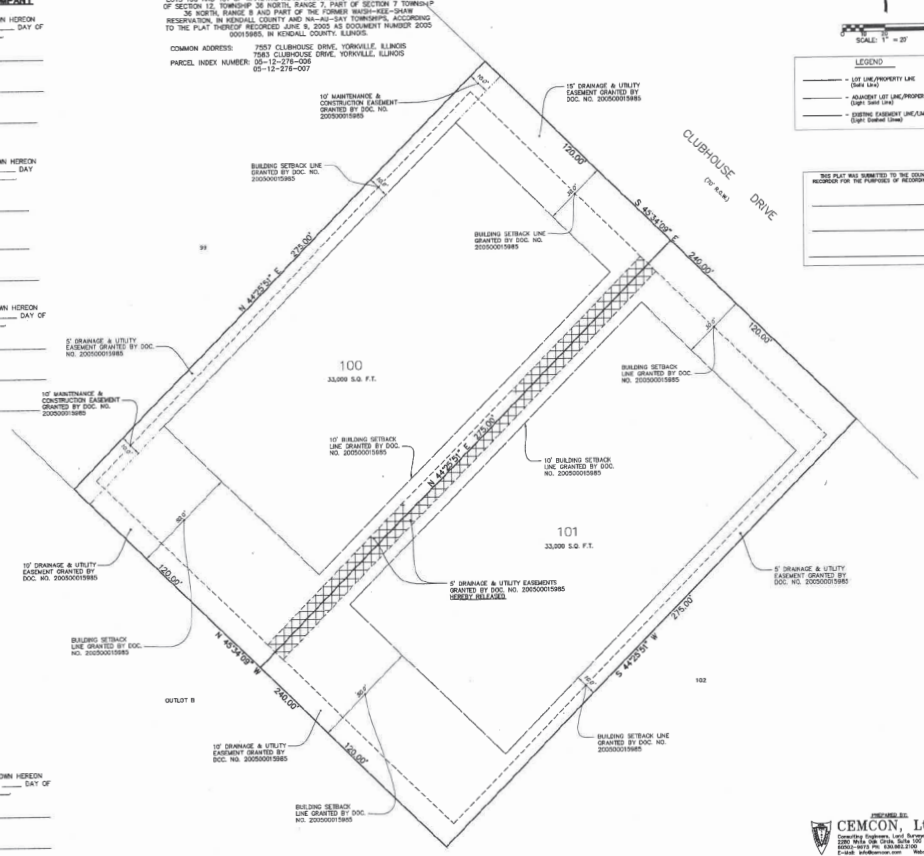
LARRY C. POSAK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. \_\_\_\_\_ MY REGISTRATION EXPIRES ON \_\_\_\_\_ PROFESSIONAL DESIGN FIRM LICENSE NO. \_\_\_\_\_ EXPIRATION DATE: APRIL 30, 2023.

**NICOR**

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ SIGNATURE  
\_\_\_\_\_ PRINT NAME

TITLE: \_\_\_\_\_



**CEMCON, Ltd.**

CONCRETE CONTRACTORS, INC. 1000 N. WINDY HILL DRIVE  
2000 W. 130th ST., SUITE 100, MARIETTA, OHIO 45750-1127 PH: 614.381.1100 FAX: 614.381.2014  
E-MAIL: info@cemcon.com Website: www.cemcon.com

ISS: 001 FILE NO. 001 FILE NAME: EASEMENT RELEASE  
ISSUE DATE: 07/14/2023 JOB NO.: 2023-100  
PROJECT NUMBER: 07-14-2023  
REVISION: 07-14-2023

**KENDALL COUNTY**  
**Ordinance No. \_\_\_\_\_**

*An Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance*

---

**WHEREAS**, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999 and notwithstanding subsequent revisions; and

**WHEREAS**, Orchard Road (County Highway 20) has been classified as an Access 1 Highway in said Ordinance, requiring a spacing between public streets and private accesses of not less than 2,640 feet; and

**WHEREAS**, Chakra360 LLC, hereinafter referred to as “Petitioner”, has petitioned Kendall County for the installation of full access to Orchard Road approximately ¼ - mile north of Tuscany Trail to provide access for the proposed Breybourne Cricket Stadium, as depicted on the attached Location Map; identified as Exhibit A; and

**WHEREAS**, a full access intersection at said location will impact multiple parcels, including those currently owned by the Petitioner, Charles Frazier Farm LLC, Conte, A&A Joint Venture LP, and Arthur A & Rita Brummel et al, as depicted on the attached Exhibit B; and

**WHEREAS**, in consideration of the need for access and mobility in the vicinity of this rapidly developing commercial corridor, the Kendall County Board has evaluated and approved the petition for variance, subject to certain conditions.

**THEREFORE, BE IT ORDAINED**, that the Kendall County Board hereby grants a variance to the Kendall County Highway Access Regulation Ordinance, for the specified purpose, subject to the terms and conditions imposed herein.

1. The above listed recitals are incorporated herein as if fully set out herein.
2. That a variance from the Kendall County Highway Access Regulation Ordinance is hereby authorized to the Petitioner, for the above-specified purpose, on the west side of Orchard Road approximately ¼-mile north of Tuscany Trail as depicted on the attached Location Map.
3. As a condition of said variance, the Petitioner shall be required to adhere to the following requirements:
  - a. Full access to Orchard Road shall also provide unfettered full access for the adjacent parcel to the north – Parcel 02-01-300-029 – through a cross access easement or other approved instrument.
  - b. Prior to installation and use of the full access, the Petitioner, its successors or assigns, shall widen Orchard Road to a 5-lane cross section beginning approximately 400’ north of Tuscany Trail and ending approximately 350’ south of Galena Road. Said 5-lane section will provide 2 thru-lanes in each direction, as well as continuous left turns at Tuscany Trail, the full access, and Galena Road. Design of the road improvement of Orchard Road shall meet all requirements of the Kendall County Engineer and shall include necessary pavement markings and all other safety appurtenances. Considering that these improvements to Orchard Road will benefit other parcels besides the Petitioner’s, specifically those listed above and shown on Exhibit B, Kendall County supports the recapture of proportionate shares of design and construction costs for Orchard

Road improvements. Recognizing that both the Village of Montgomery and the Village of Oswego have corporate limits that will touch the proposed full access location, Kendall County suggests that said Villages administrate any / all recapture monies that may come due to the Petitioner.

- c. Prior to installation and use of the full access, the Petitioner, its successors or assigns, shall construct a southbound right turn lane on Orchard Road in advance of the full access. Design of the right turn lane shall meet all requirements of the Kendall County Engineer and shall include necessary pavement markings and all other safety appurtenances. Considering that the right turn lane will also benefit the parcel in the northwest quadrant of the proposed full access intersection, Kendall County supports the recapture of proportionate shares of design and construction costs for the right turn lane improvements; and would again suggest that the appropriate Village administrate any / all recapture monies that may come due to the Petitioner.
- d. At such time, when any traffic signal warrant is met for the full access intersection, as detailed in the Manual on Uniform Traffic Control Devices (MUTCD), Kendall County will require the construction of a traffic signal. Design and construction of the traffic signal will be the responsibility of the Petitioner, its successors or assigns. Kendall County supports the recapture of proportionate shares of design and construction costs for the traffic signal. Recognizing that both the Village of Montgomery and the Village of Oswego have corporate limits that will touch the proposed full access intersection, Kendall County suggests that said Villages administrate any / all recapture monies that may come due to the Petitioner.
- e. As part of the construction of the traffic signal at the full access intersection, a signal interconnect will be required connecting the signals at Tuscany Trail, the full access, and Galena Road. The interconnect shall include placement of a rigid conduit connecting all 3 intersections, wiring, hardware, and software necessary to make the interconnection completely operational. Village rules for the administration of recapture fees identified in item "d" above, should also apply to costs associated with the interconnection.
- f. Also coincidental to the traffic signal installation, the Petitioner shall install roadway lighting along the west shoulder of Orchard Road, similar to the lighting south of Tuscany Trail. Lighting standards and luminaires shall meet the specifications requirements of the Kendall County Highway Department. It is estimated that it will be necessary to install 5 light standards between Tuscany Trail and the full access. This does not include the lighting that will be provided as part of the traffic signal installation.
- g. In the event any of the improvements identified in paragraphs b thru f above require the dedication of additional rights-of-way along the west side of Orchard Road, including required corner cuts at the full access intersection (to accommodate future traffic signals), the Petitioner shall dedicate said rights-of-way to Kendall County at no cost to Kendall County.
- h. The Petitioner shall construct a continuous concrete sidewalk, 5' in width, along the entire frontage of Orchard Road beginning at Tuscany Trail and ending at the north property line of the Petitioner. In regard to the timing and limits of construction of sidewalk, the Petitioner shall install sidewalk within 12 months after final P.U.D. approval for each phase of the proposed project. Construction requirements for the sidewalk shall follow Kendall County specifications. The sidewalk shall be located in an easement immediately adjacent to and outside the Orchard Road right-of-way.

- i. Any exceptions, violations or noncompliance to the requirements contained herein, on behalf of the Petitioner, will result in the immediate forfeiture of the variance.

Approved by the County Board of Kendall County, State of Illinois.

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Matt Kellogg – Kendall County Board Chairman

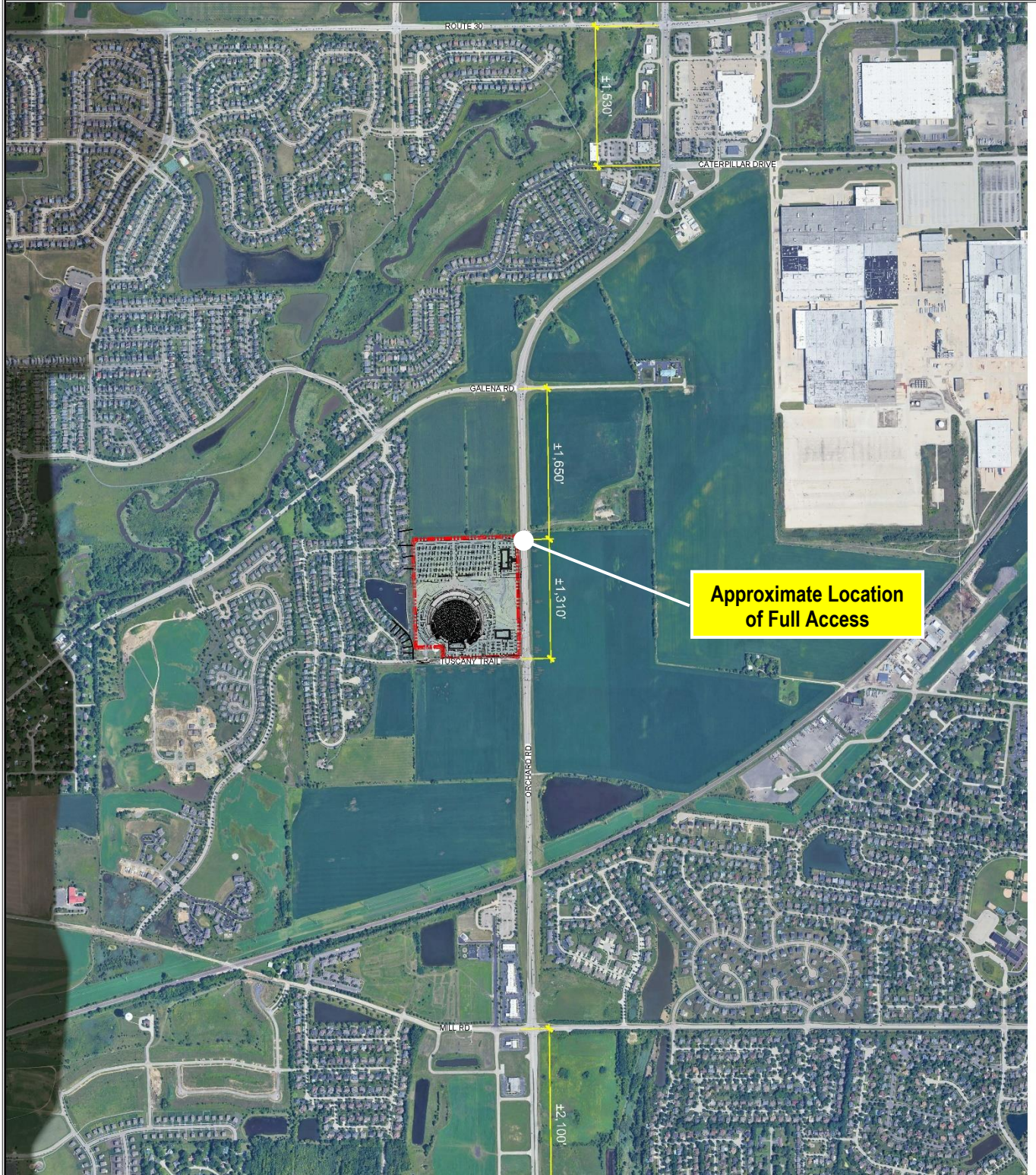
I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2023.

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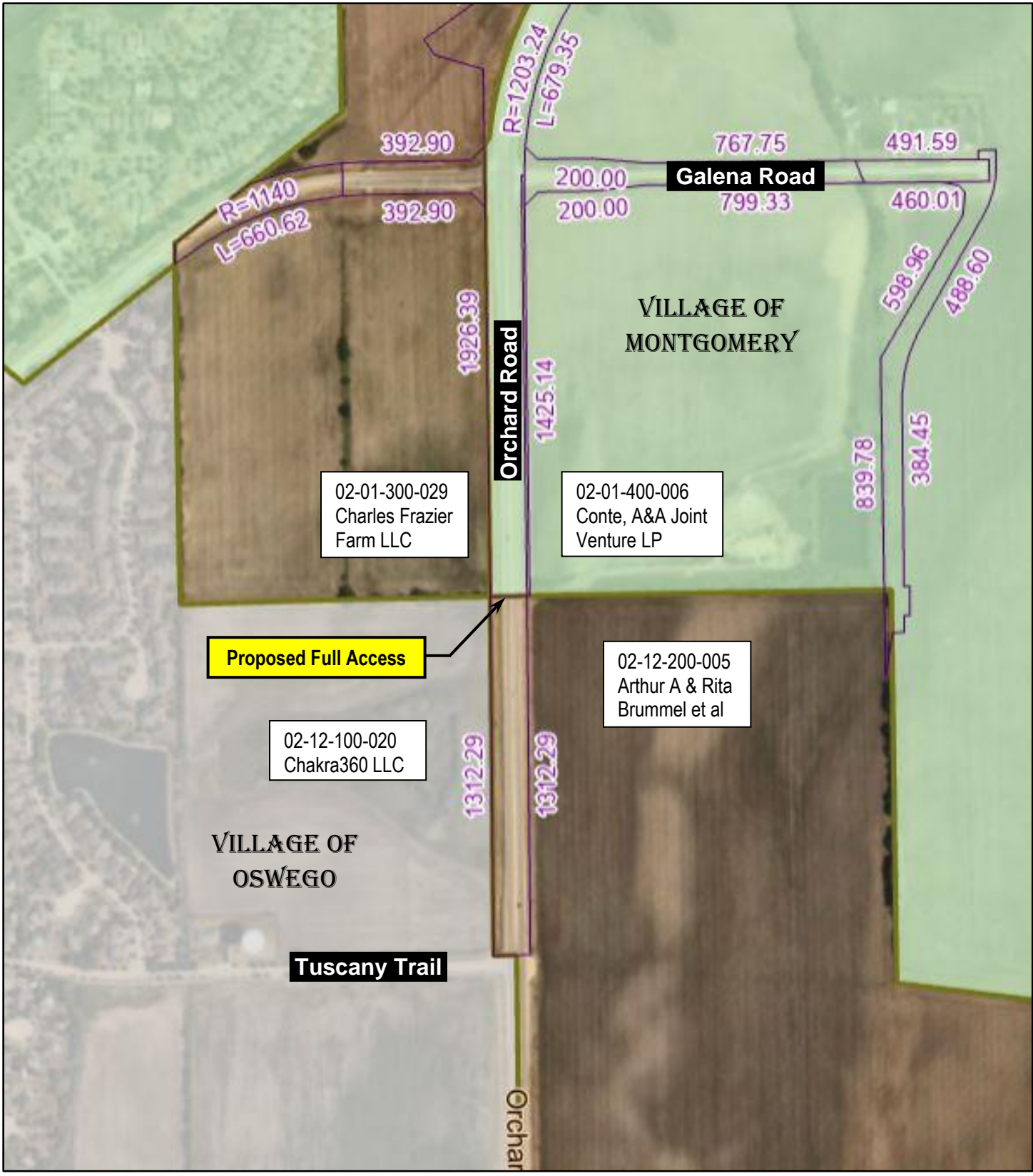
Debbie Gillette – County Clerk

# BREYBOURNE STADIUM

Oswego, Illinois



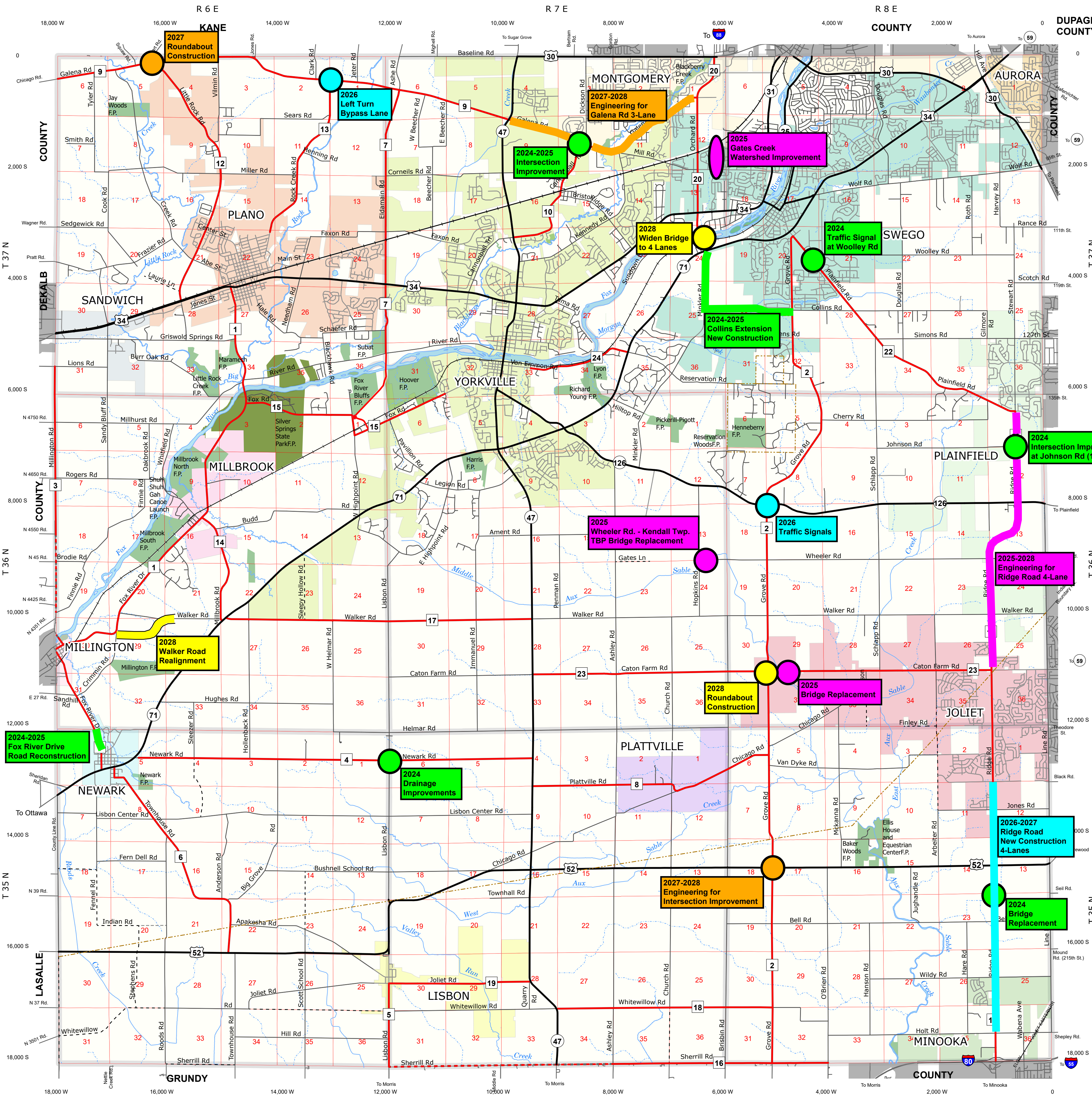
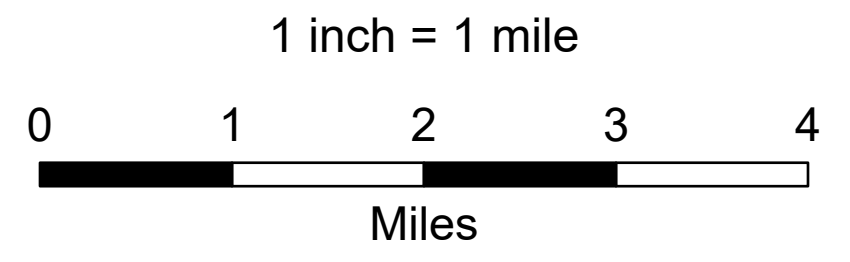
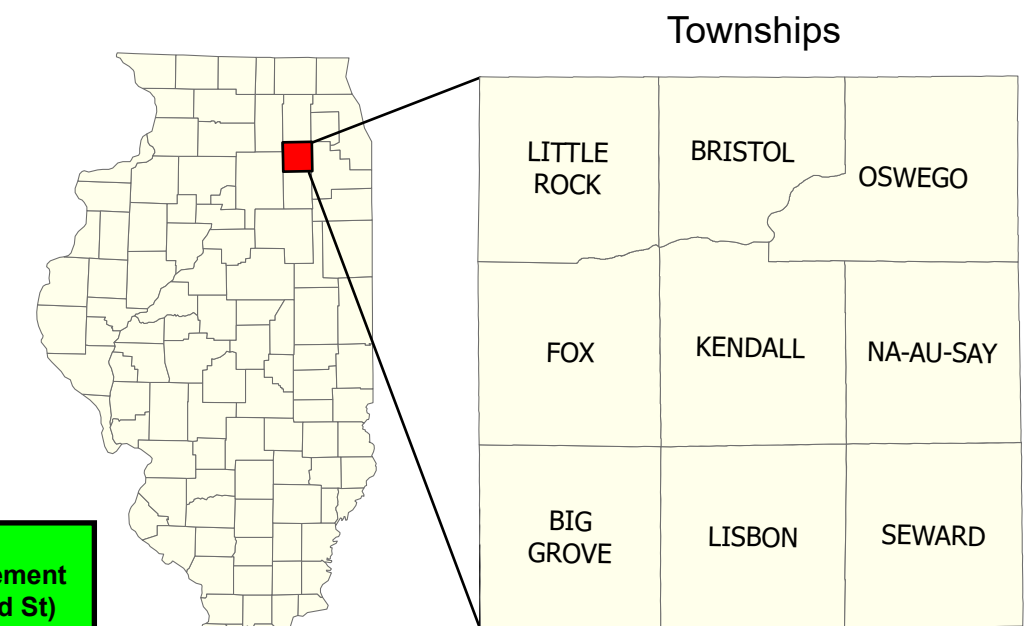
**EXHIBIT A**  
Location Map



**EXHIBIT B**  
Parcels

# HIGHWAY MAP KENDALL COUNTY

2024 - 2028 Proposed Improvements



- Adjacent County
  - County
  - Interstate
  - State & Federal
  - Bituminous
  - Gravel
  - Dirt
  - Local
  - PLSS Sections
  - Political Townships
  - State Park
  - County Forest Preserve
- Aurora
  - Joliet
  - Lisbon
  - Millbrook
  - Millington
  - Minooka
  - Montgomery
  - Newark
  - Oswego
  - Plainfield
  - Plano
  - Plattville
  - Sandwich
  - Yorkville

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111 West Fox Street - Room 308  
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NOTE: The Rural Roads Identification System employs a numbering system based on a grid-mile coordinate system. The mileage is measured from the northeast corner of County. Each grid section west and south of that corner receives a 1000 number added consecutively across the County. Intermediate intersections would be proportionate parts of 1000.



**KENDALL COUNTY HIGHWAY DEPARTMENT**  
**5-YEAR SURFACE TRANSPORTATION PROGRAM**  
**2024 - 2028**

*Revised 9/19/23*

	<b>ROAD</b>	<b>DESCRIPTION</b>	<b>LIMITS</b>	<b>TOTAL ESTIMATE</b>	<b>FUNDING</b>	<b>YEAR</b>	<b>NOTES</b>
1	Collins Extension	Construction	Orchard / Minkler / Collins / Grove	\$2,000,000	Trans. Sales Tax	2024	Part local share
2	Fox River Drive	Construction	Johnson Street Reconstruction	\$1,000,000	Trans. Sales Tax	2024	
3	Ridge Road	Intersection Improvement	At Johnson Road (143rd Street)	\$1,000,000	Trans. Sales Tax	2024	Per IGA w/ Plainfield
4	Newark Road	Construction	Drainage improvements at Lisbon Rd	\$400,000	Trans. Sales Tax	2024	
5	Ridge Road	Bridge Replacement	Bridge over Aux Sable Tributary	\$3,000,000	TST / Co. Bridge	2024	
6	Galena Road	Construction	Intersection Improvement at Cannonball	\$3,000,000	Trans. Sales Tax	2024	IGA w/ Montgomery
7	Plainfield Road	Intersection Improvement	Traffic Signal at Woolley Rd	\$350,000	Trans. Sales Tax	2024	
8	County Highways	HMA Resurfacing	TBD	\$3,500,000	Motor Fuel Tax	2024	Spring Letting
9	County Highways	Safety Improvements	Various Locations	\$250,000	Trans. Sales Tax	2024	
10	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2024	
11	Collins Extension	Construction Engineering	Orchard / Minkler / Collins / Grove	\$900,000	Trans. Sales Tax	2024	PE 3 - HR Green
12	Fox River Drive	Construction Engineering	Johnson Street Reconstruction	\$150,000	Trans. Sales Tax	2024	PE 3 - EEI
13	Galena Road	Construction Engineering	Intersection Improvement at Cannonball	\$350,000	Trans. Sales Tax	2024	PE 3 - HLR
14	Ridge Road	PE & Land Acquisition	4-Lane Section - Holt Road to Black Road	\$750,000	Trans. Sales Tax	2024	PE 1 & PE 2
15	Caton Farm Road	PE & Land Acquisition	Caton Farm Rd bridge over Aux Sable Cr.	\$200,000	Co. Bridge	2024	PE 2 - HR Green
16	Orchard Road	Engineering	Gates Creek Watershed Improvement	\$50,000	Trans. Sales Tax	2024	
17	Collins Extension	Construction	Orchard / Minkler / Collins / Grove	\$2,000,000	Trans. Sales Tax	2025	Part local share
18	Fox River Drive	Construction	Johnson Street Reconstruction	\$500,000	Trans. Sales Tax	2025	
19	Galena Road	Construction	Intersection Improvement at Cannonball	\$1,000,000	Trans. Sales Tax	2025	IGA w/ Montgomery
20	Caton Farm Road	Bridge Replacement	Caton Farm Road over Aux Sable Creek	\$1,250,000	Co. Bridge	2025	
21	Township Bridge	Bridge Replacement	Wheeler Rd over Middle Aux Sable Creek	\$600,000	State / Co. / Twp.	2025	80 / 10 / 10 Split
22	Orchard Road	Construction	Gates Creek Watershed Improvement	\$400,000	Trans. Sales Tax	2025	Spring Letting
23	County Highways	HMA Resurfacing	Various County Highways	\$2,500,000	Motor Fuel Tax	2025	
24	County Highways	Safety Improvements	Various Locations	\$250,000	Trans. Sales Tax	2025	
25	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2025	
26	Ridge Road	PE & Land Acquisition	4-Lane Section - Holt Road to Black Road	\$1,750,000	Trans. Sales Tax	2025	PE 2 & Land Acq.





**KENDALL COUNTY HIGHWAY DEPARTMENT**  
**5-YEAR SURFACE TRANSPORTATION PROGRAM**  
**2024 - 2028**

*Revised 9/19/23*

	<b>ROAD</b>	<b>DESCRIPTION</b>	<b>LIMITS</b>	<b>TOTAL ESTIMATE</b>	<b>FUNDING</b>	<b>YEAR</b>	<b>NOTES</b>
27	Ridge Road	Phase 1 Engineering	4-Lane Section - CFR to Plainfield Rd	\$750,000	Trans. Sales Tax	2025	PE 1
28	Walker Road	Preliminary Engineering	Realignment east of Fox River Drive	\$200,000	Trans. Sales Tax	2025	PE 1
29	Galena Road	Preliminary Engineering	Left Turn Bypass Lane at Rock Creek Rd	\$75,000	Trans. Sales Tax	2025	
30	Galena Road	Preliminary Engineering	Roundabout at Little Rock Rd Intersection	\$150,000	Trans. Sales Tax	2025	PE 1
31	Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	\$11,000,000	Fed / State / Local	2026	TST Bond Issue Likely
32	Galena Road	Construction	Left Turn Bypass Lane at Rock Creek Rd	\$300,000	Trans. Sales Tax	2026	
33	Grove Road	Construction	Traffic Signal at Ill. Rte. 126	\$200,000	MFT	2026	IDOT Lead Agency
34	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2026	
35	County Highways	Safety Improvements	Various Locations	\$250,000	Trans. Sales Tax	2026	
36	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2026	
37	Ridge Road	Phase 1 Engineering	4-Lane Section - CFR to Plainfield Rd	\$750,000	Trans. Sales Tax	2026	PE 1
38	Walker Road	Preliminary Engineering	Realignment east of Fox River Drive	\$200,000	Trans. Sales Tax	2026	PE 1
39	Galena Road	PE & Land Acquisition	Roundabout at Little Rock Rd Intersection	\$150,000	Trans. Sales Tax	2026	PE 2 & Land Acq.
40	Grove Road	Preliminary Engineering	Roundabout at Caton Farm Rd Intersection	\$100,000	Trans. Sales Tax	2026	PE 1
41	Orchard Road	Preliminary Engineering	Widen Orchard Bridge over Fox to 4 lanes	\$500,000	TST / Co. Bridge	2026	
42	Township Bridge	Preliminary Engineering	TBD	\$100,000	State / Co. / Twp.	2026	80 / 10 / 10 Split
43	Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	\$11,000,000	Fed / State / Local	2027	TST Bond Issue Likely
44	Galena Road	Construction	Roundabout at Little Rock Rd Intersection	\$750,000	Trans. Sales Tax	2027	
45	Township Bridge	Bridge Replacement	TBD	\$500,000	State / Co. / Twp.	2027	80 / 10 / 10 Split
46	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2027	
47	County Highways	Safety Improvements	Various Locations	\$250,000	Trans. Sales Tax	2027	
48	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2027	
49	Ridge Road	PE & Land Acquisition	4-Lane Section - CFR to Plainfield Rd	\$750,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
50	Walker Road	Preliminary Engineering	Realignment east of Fox River Drive	\$350,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
51	Grove Road	Preliminary Engineering	Roundabout at Caton Farm Rd Intersection	\$300,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
52	Orchard Road	Preliminary Engineering	Widen Orchard Bridge over Fox to 4 lanes	\$500,000	TST / Co. Bridge	2027	



**KENDALL COUNTY HIGHWAY DEPARTMENT**  
**5-YEAR SURFACE TRANSPORTATION PROGRAM**  
**2024 - 2028**

*Revised 9/19/23*

	<b>ROAD</b>	<b>DESCRIPTION</b>	<b>LIMITS</b>	<b>TOTAL ESTIMATE</b>	<b>FUNDING</b>	<b>YEAR</b>	<b>NOTES</b>
53	Grove Road	Preliminary Engineering	Intersection Improvement at Route 52	\$75,000	Trans. Sales Tax	2027	Agreement with IDOT
54	Galena Road	Preliminary Engineering	3-Lane Section Rte 47 to Orchard Rd	\$500,000	Trans. Sales Tax	2027	PE 1
55	Ridge Road	Bond Payment	4-Lane Section - Holt Road to Black Road	\$1,000,000	Trans. Sales Tax	2028	
56	Walker Road	Construction	Realignment east of Fox River Drive	\$3,000,000	Trans. Sales Tax	2028	
57	Orchard Road	Construction	Widen Orchard Bridge over Fox to 4 lanes	\$5,000,000	Fed / State / Local	2028	
58	Grove Road	Construction	Roundabout at Caton Farm Rd Intersection	\$750,000	Trans. Sales Tax	2028	
59	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2028	
60	County Highways	Safety Improvements	Various Locations	\$250,000	Trans. Sales Tax	2028	
61	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2028	
62	Ridge Road	PE & Land Acquisition	4-Lane Section - CFR to Plainfield Rd	\$750,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
63	Grove Road	PE & Land Acquisition	Intersection Improvement at Route 52	\$100,000	Trans. Sales Tax	2028	Agreement with IDOT
64	Galena Road	PE & Land Acquisition	3-Lane Section Rte 47 to Orchard Rd	\$500,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
65	Township Bridge	Preliminary Engineering	TBD	\$100,000	State / Co. / Twp.	2028	80 / 10 / 10

**5-Year Total: \$76,550,000**

**Estimated Grants & Funds by Others: \$7,260,000**

**Total Estimated County Funds: \$69,290,000** \* *Includes 10 million bond issue for Ridge Road*