



**Kendall County Board Agenda**  
**Regular September Meeting**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Room 209, Yorkville, IL 60560**  
**Tuesday September 17, 2024, at 9:00 AM**

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 07, 2024, and from August 20, 2024 (p.3)
  - B. Approval of Standing Committee minutes (p.9)
  - C. Approval of Claims in the amount of \$1,778,395.60 from August 31, 2024, and \$664,583.39 from September 15, 2024
  - D. Approval of Intergovernmental Agreement between Kendall County GIS and Oswego Township (p.45)
  - E. Approval of Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles not to exceed \$80,000 (p.52)
  - F. Approval of Petition 24-17, A Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance Pertaining to Pipeline Depth (p.54)
  - G. Approval of Petition 24-19, a Request from the Kendall County Planning, Building and Zoning Department for an Amendment to Ordinance 2019-39 Pertaining to Building Permit Application fees for Disabled Veterans and Caretakers of Disabled Veterans (p.58)
  - H. Approval of Petition 24-27, A Request from Steve W. Jeffers on Behalf Revolution Investments, LLC for Approval of a Plat of Vacation of a Ten Foot Drainage and Utility Easement at the Common Lot Lines of Lots 110 and 111 of Whitetail Ridge Subdivision also Known as 5862 and 5834 Championship Court, Yorkville (PINs: 06-7-374-004 and 06-07-374-005) in Na-Au-Say Township; Properties are Zoned RPD-2 (p.60)
  - I. 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 Consultant Line Item (11001902-63630) (p.65)
  - J. Approval of the 5-Year Surface Transportation Program 2025-2029 (p.72)
  - K. Approval of the Contract between the Kendall County Sheriff's Office and Advanced Correctional Healthcare for the medical services provided in the Kendall County Jail (p.75)
10. New Business
  - A. Approval of Ordinance Adopting and Enacting a New Code for Kendall County, Illinois; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner for Amending Such Code; And Providing When Such Code and This Ordinance Shall Become Effective (p.96)
11. Elected Officials and Department Reports
  - A. Sheriff (Report included in packet) (p.99)
  - B. County Clerk and Recorder (Report included in packet) (p.106)
  - C. Treasurer (Report included in packet) (p.107)
  - D. Clerk of the Court (Report included in packet) (p.108)
  - E. State's Attorney
  - F. Coroner (Report included in packet) (p.119)

- G. Health Department
  - H. Supervisor of Assessments
  - I. Regional Office of Education (Report included in packet) (p.121)
  - J. EMA (Report included in packet) (p.124)
  - K. Public Defender (Report included in packet) (p.125)
  - L. VAC
12. Standing Committee Reports
    - A. Human Resource-
      - i. Approval of Finance Analyst Job Description (p.127)
      - ii. Approval of Updated Organizational Chart (p.131)
  13. Special Committee Reports
  14. Liaison Reports
  15. Other Business
  16. Chairman’s Report

Appointments

- Shelley Augustine - Connect Kendall County Commission - Remaining term - November 2024
- Jackie Kowalski - Connect Kendall County Commission - Remaining term - November 2024
- Joe Renzetti - Connect Kendall County Commission - Remaining term - November 2024
- Dale Konicek - Rob Roy Drainage District - 1 year term - September 2025
- Dan Nagel -Rob Roy Drainage District - 3-year term - September 2027
- Gary Bennett - Rob Roy Drainage District - 2-year term - September 2026
- Gary Bennett - Raymond Drainage District - 2-year term - September 2026
- Martin H. Myre - Big Slough Drainage District - 3-year term - September 2027
- Steve Jorstad - Big Slough Drainage District - 2-year term - September 2026
- Richard Thompson - Zoning Board of Appeals (Big Grove) - 5-year term - September 2029
- Shelley Senffner - Workforce Development Board - Remaining Term - September 2025
- Keith Landovitz- Regional Plan Commission - Remaining Term - January 2025
- Tom Kozlowicz - Workforce Development Board - 2-year term - September 2026
- Robert Stewart -Morgan Creek Drainage District - 3-year term - September 2027
- Jim Hopkins - Morgan Creek Drainage District - 2-year term - September 2026
- Dave Kellogg (Alternate) – KenCom Executive Board (Newark Fire District)

17. Public Comment
18. Questions from the press
19. Executive Session
20. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
August 7, 2024**

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 Wednesday, August 7, 2024, at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Zach Bachmann.

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

**PLEDGE OF ALLEGIANCE**

Chairman Kellogg led the Pledge of Allegiance.

**INVOCATION**

Steve Saunders from Plano Methodist Church gave the invocation.

**THE AGENDA**

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

**SPECIAL RECOGNITION**

**Renaming Public Safety Center**

Member Rodriguez moved to approve the Resolution Renaming the Kendall County Public Safety Center to The Richard A Randall Public Safety Center. Member Gengler seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 24-21 is available in the Office of the County Clerk.

**CONSENT AGENDA**

Member DeBolt moved to approve the consent agenda. Member Shanley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion Carried.**

- A. Approval of County Board Minutes from June 4, 2024
- B. Approval of Standing Committee Minutes
- C. Approval of Claims in the amount of \$2,298,898.80 from July 31, 2024
- D. Approval of Intergovernmental Agreement between Kendall County GIS and City of Yorkville
- E. Approval of Chicago HIDTA Security Officer and Facility Manager Service Contract with Kendall County as the Fiduciary Agent effective August 5, 2024, through August 4, 2025, and shall be paid an hourly rate of \$37.00 per hour
- F. Approval of Resolution Adopting the Kendall County Federal Transit Administration (FTA) Procurement Policy for Kendall Area Transit

**C. COMBINED CLAIMS:** ADMIN \$1,936.84; ANML CNTRL WRDN \$4,572.41; ASSMNTS \$314.45; CIR CLK \$26,412.34; CIR CRT JDG \$3,745.99; CMB CRT SRVCS \$133.04; CRNR \$2,161.53; CRRCTNS \$1,485.84; CNTY ADMIN \$218,666.89; CNTY BRD \$1,335,807.62; CNTY CLK \$5,816.53; HIGHWAY \$461,938.32; CNTY TRSR \$6,094.22; ELCTNS \$44,855.39; EMA DIR \$240.00; FCLT MGMT \$5,058.26; GIS COORD \$1,232.28; HLTH & HMN SRV \$79,287.12; HR \$1,011.96; JRY COMM \$346.82; MRT COMM \$920.00; PBZ SR PLNNR \$3,307.50; PBZ \$2,641.89; PSTG \$1,492.98; PRSDNG JDG \$1,790.80; PROB SPVSR \$763.10; PUB DEF \$73.15; SHRF \$3,816.34; ST ATTNY \$2,034.78; TECH \$8,958.82; TRSR \$445.96; UTIL \$39,582.76; VET \$3,200.00; FP \$13,721.15; SHF \$28,752.87

D) A complete copy of IGAM 24-22 is available in the Office of the County Clerk.

F) A complete copy of Resolution 24-22 is available in the Office of the County Clerk.

**NEW BUSINESS**

**2024 Summer Internship Program**

Summer interns from the Treasurer's Office, Administration, HR, and GIS presented their feedback on the program.

**OTHER BUSINESS**

Member Rodriguez spoke about the passing of Larry Nelson.

**ADJOURNMENT**

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

Approved and submitted this 14th day of August 2024.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
August 20, 2024**

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 5, 2024, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley (9:04am), and Seth Wormley. Member(s) absent: None.

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

**PLEDGE OF ALLEGIANCE**

Chairman Kellogg led the Pledge of Allegiance.

There was a moment of silence in the memory of John Shaw.

**INVOCATION**

Bernard Marrow from the Chaplin program 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.

**SPECIAL RECOGNITION**

Family, friends and Board Members fondly remembered John Shaw.

**PUBLIC COMMENT**

Margaret Sheehan spoke about elections.

Bernard Marrow spoke about the Chaplin program and their availability to the officers, families and communities in the County.

**CONSENT AGENDA**

Member Peterson moved to approve the consent agenda.

- A. Approval of County Board minutes from July 16, 2024
- B. Approval of Standing Committee minutes
- C. Approval of Cable Television Franchise Agreement by and between County of Kendall and Comcast of Illinois XIII, L.P.
- D. Approval of Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. Effective August 20, 2024
- E. Approval of Amendment No. 1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois Effective October 1, 2024, through September 30, 2025, in an Amount not to Exceed \$49,000.
- F. Approval of Amended Section 5.7 Safe Driving Policy in the Kendall County Employee Handbook
- G. Approval of An Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for QuikTrip
- H. Approval of Five-Year Leasing Agreement with Pitney Bowes for Mail Processing Equipment at County Office Buildings
- I. Approval of Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Comprehensive Plan, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of Four (4) Years in the Amount of \$1.00 Annually Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall
- J. Approval of 23rd Judicial Circuit Court- Kendall County Department of Probation and Court Services CFY Annual Plan and Expenditures.

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

C) A complete copy of IGAM 24-23 is available in the Office of the County Clerk.

G) A complete copy of Ordinance 24-27 is available in the Office of the County Clerk.

I) A complete copy of IGAM 24-24 is available in the Office of the County Clerk.

**NEW BUSINESS**

**Claims**

Member DeBolt moved to approve the claims in the amount of \$1,963,204.67 from August 15, 2024. Member Shanley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**COMBINED CLAIMS:** ADMIN \$10,011.95; ANML CNTRL WRDN \$2,358.45; ASSMNTS \$146.20; CIR CLK \$23,803.32; CIR CRT JDG \$11,221.56; CMB CRT SRVCS \$8,501.32; CONT SRVS \$16,511.81; CRNR \$4,078.99; CRRCTNS \$44,361.10; CNTY ADMIN \$884.54; CNTY BRD \$59,276.61; CNTY CLK \$979.28; HIGHWAY \$138,694.42; CNTY TRSR \$3,214.36; ELCTNS \$30,087.18; EMA DIR \$3,798.32 EMA \$273.42; FCLT MGMT \$60,504.04; GIS COORD \$47.57; HLTH & HMN SRV \$87,902.18; HR \$2,690.21; JRY COMM \$99.90; MRT COMM \$620.00; PBZ SR PLNNR \$2,766.50; PBZ \$1,407.82; PRSDNG JDG \$4,748.80; PROB SPVSR \$14,779.74; PUB DEF \$1,595.98; ROE \$7,316.58; SHRF \$56,155.64; ST ATTNY \$32,695.65; TECH \$11,393.51; TRSR \$621.06; UTIL \$35,061.09; VET \$7,487.88; FP \$76,680.01; SHF \$44,451.24; SHF \$30,091.47; SHF\$192,113.72; SHF\$133.59; CIVIL \$1,010,317.67

**ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS**

**Sheriff**

Under Sheriff Richardson reviewed the report in packet.

**County Clerk & Recorder**

**Kendall County Clerk**

**Revenue Report**

**7/1/24-7/31/24**

**7/1/23-7/31/23**

**7/1/22-7/31/22**

Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$611.00	\$507.00	\$750.50
MARFEE	County Clerk Fees - Marriage License	\$1,710.00	\$1,500.00	\$2,100.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$35.00	\$10.00	\$35.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,700.00	\$1,458.00	\$2,034.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$225.00
MISINC	County Clerk Fees - Misc	\$66.55	\$54.00	\$177.00
	County Clerk Fees - Misc Total	\$4,122.55	\$3,529.00	\$5,321.50
RECFEE	County Clerk Fees - Recording	\$23,140.00	\$19,757.00	\$26,583.00
	Total County Clerk Fees	\$27,262.55	\$23,286.00	\$31,904.50
CTYREV	County Revenue	\$79,744.00	\$45,147.50	\$56,112.75
DCSTOR	Doc Storage	\$17,307.70	\$11,226.00	\$15,370.50
GISMAP	GIS Mapping	\$41,432.00	\$35,730.00	\$48,722.00
GISRCD	GIS Recording	\$6,481.75	\$2,382.00	\$3,248.00
INTRST	Interest	\$81.64	\$78.64	\$27.57
RECMIS	Recorder's Misc	\$3,542.75	\$1,029.00	\$3,675.50
RHSP	RHSP/Housing Surcharge	\$21,996.00	\$18,252.00	\$13,509.00
TAXCRT	Tax Certificate Fee	\$400.00	\$800.00	\$600.00

TAXFEE	Tax Sale Fees	\$15.00	\$0.00	\$0.00
PSTFEE	Postage Fees			
CK # 19900	To KC Treasurer	\$198,263.39	\$137,931.14	\$173,169.82

County Clerk Debbie Gillette spoke about moving into the new building, elections and accepting credit cards in the Recorder's Office.

**Treasurer**

Report is in the packet.

**Coroner**

Coroner Jacquie Purcell reviewed the report and a future new building.

**Health Department**

Executive Director RaeAnn VanGundy spoke about the back to school clinics and LIHEAP funds.

**Supervisor of Assessments**

Supervisor of Assessments Andy Nicoletti informed the board that the 2024 assessments will be published soon.

**EMA**

Director Roger Bonuchi stated that the search and rescue calls are up.

**STANDING COMMITTEE REPORTS**

**HR & Insurance**

**Intergovernmental Personnel Benefit Cooperative**

Member Gengler moved to approve An Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative (IPBC) and Authorizing Membership in the IPBC by Kendall County, Illinois. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 24-28 is available in the Office of the County Clerk.

**CHAIRMAN'S REPORT**

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

Appointments

- Raphael Obafemi – Connect Kendall County Commission – Term Ends November 2024
- Eric E Bernacki – Historic Preservation Committee – 5-year term July 2029
- Shawn P. Flaherty – Sheriff Merit Commission- 6-year term August 2030
- Randy Mohr – Chairman of the Zoning Board of Appeals – 5-year term July 2029

**QUESTIONS FROM THE PRESS**

Ethan Kruger from WSPY asked when the Clerk's Office moved into the new building.

**EXECUTIVE SESSION**

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

## ADJOURNMENT

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

Approved and submitted this 23rd day of August 2024.  
Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk



**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Tuesday, June 25, 2024, at 5:30 p.m.**

**Call to Order:** The meeting was called to order by Chairman Elizabeth Flowers at 5:30 p.m.

**Roll Call**

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

**With three (3) members present a quorum was established.**

**Staff Present:** Christina Burns, Latreese Caldwell, Taylor Cosgrove, Brianna Falk, Roger Bonuchi, Todd Volker, Matt Asselmeier,

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

**Approval of Minutes** – Member Gengler made a motion to approve the May 15, 2024, Committee Meeting minutes, second by Member Koukol **With 3 members voting aye, the motion was carried by a vote of 3- 0.**

**Committee Reports and Updates**

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove spoke to the committee on Animal Controls report for the month of May. Bite reports are low for the month of May, but the number of stray dogs was higher, most of those dogs were reclaimed. Ms. Cosgrove also reported that Kendall County Animal Control has received recognition as a No-Kill Shelter from The Best Friends Network. They received a plaque this week in recognition. To qualify, more than 90% of animals leaving the shelter must leave the shelter alive., Animal Control has exceeded this benchmark.  
 Ms. Cosgrove would like to add that there were 2 level 5 bites that were reported in June. A level 5 bite is more severe than a regular bite. Bites are graded on 6 levels, level 1-2 being minor and 5-6 being more aggressive behavior including death. The first bite was from a dog. An investigation is currently in progress with the owner, Animal Control Director and Dr. Schlapp along with the help of the States Attorney’s office. The second bite was from a wild raccoon that was reported by the Kendall County Health Department. Raccoon bites are usually not handled by Animal Control but because this incident was reported by the Health Department, staff will move forward with the report. Staff received lots of donations for food and treats for the animals from the community after posting a Facebook post when the department ran out of food.
  
- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi gave a monthly report update. (Page 14 in packet). Mr. Bonuchi spoke about the Youth Academy’s upcoming class. The attendees will be learning how to carry people who are not ambulatory. They will also learn how to search and rescue partially collapsed buildings, search in buildings with no lights along with learning to determine whether a building is safe to enter. The Youth Academy class will also learn disaster psychology, meaning learn how to manage themselves when they see someone who is severely injured or a fatality. Volunteers will be in attendance and assist with the training.

The Command bus is being prepared to attend the Plainfield Festival this weekend. The next event will be on the Fourth of July in Yorkville. A new member will be sworn in during the next meeting.

- C. **Revolving Loan Status Update** - Deputy Administrator Latreese Caldwell directed the committee to page 15 of the packet for the Economic Development Commission loan status ending April 30, 2024. Ms. Caldwell spoke about four outstanding loans now. Three of the four are current and one is on a payment plan.
- D. **Economic Development Update**- Economic Development Coordinator Todd Volker briefed the committee on last month's Economic Development updates. He spoke about the Environmental Summary. Business succession workshops are going well. Chamber directors seem to enjoy them as well. Mr. Volker is looking to set up a farm succession workshop.
- E. **KAT Update** - Deputy Administrator Latreese Caldwell gave a brief update on a new financial report that Kendall County Area Transit sent to Administration (pg. 18).

### **New Committee Business**

#### **A.\*MOTION (Forward to County Board):** Approval of Kendall Area Transit Vehicle Lease

This lease is an agreement between Kendall and VAC for VAC to utilize our buses. Finance budget analyst, Jennifer Breault, has reached out IDOT to verify the liability is enough coverage for the vehicles. Staff is currently waiting for a response to finalize the agreement.

Member Gengler made a motion for Approval of Kendall Area Transit Vehicle Lease to be forwarded to County Board meeting, second by Member Koukol.

After further discussion Member Gengler made a motion to amend his original motion and made a new motion to forward the Approval of Kendall Area Transit Vehicle Lease to County Board meeting after receiving IDOT recommendations, seconded by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3 - 0.**

#### **B.\*MOTION (Forward to County Board):** Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP)

This agreement is between Kendall County and Voluntary Action Center of Northern Illinois (VAC). The main change to the agreement is that VAC will be receiving 60K a year, and it will be a 3-year term to the agreement

Member Gengler made a motion for Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP) to be forwarded to County Board meeting, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

#### **C.\*MOTION (Forward to County Board):** Approval of Agreement between Voluntary Action Center and County of Kendall

This grant informs our main source of funds, Section 5310, Section 5311 and DOAP, that VAC will be our operator and notify them of the general requirements they will follow.

Member Gengler made a motion for Approval of Agreement between Voluntary Action Center and County of Kendall to be forwarded to County Board meeting, second by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

**D. \*MOTION (Forward to County Board)** : Approval of Animal Control Fee Ordinance Review

Ms. Cosgrove spoke about the changes in the fee schedule for impound fees, relinquishing fees and adoption fees. The fee changes round up to an even number.

Member Gengler made a motion for Approval of Animal Control Fee Ordinance to be forwarded to County Board meeting, second by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

**E. \*Discussion:** Economic Development Priorities

County Administrator, Christina Burns spoke to the committee on Economic Development Priorities. Included in the packet is one of the programs Kendall County is currently working with. The Kendall County Summer Internship Program connects enrolled or recently graduated students seeking career experience to a variety of employers in Kendall County.

**F. \*Discussion:** Revolving Loan Fund Program

Kendall County received funds for a Revolving Loan Fund from the Department of Commerce and Economic Opportunity's Community Development Assistance Program, which was funded from the US Department of Housing and Urban Development Community Development Block Grant. The original RLF funds were restricted to purposes outlined through DCEO and HUD requirements, designed to support businesses. In 2004, DCEO dissolved the program, permitting communities to use their funds as deemed appropriate by the community. The County adopted its current Revolving Loan Fund program in 2019. The fund currently has four small business loans with a total outstanding principal balance of \$210,341.63. One small business loan is currently in default. A fifth RLF loan was given to the City of Minooka for a water main extension for \$750,000, to be paid back as properties connect to the water main. The program's priorities and objectives are to stimulate economic growth in the County through business retention and growth, supporting equity for new businesses, incentivizing businesses to relocate, create and retain jobs, increase the property and sales tax base, and to leverage other sources of capital to support businesses. Staff is in the process of reviewing the application process to ensure we are gathering adequate financial information from applicants, and to better understand their business plans to help reduce the chance of making loans that go into default. Committee members discussed expanding funds for job growth and road studies for development of underutilized land and updating the LRP plan along with small business loans. Mrs. Burns presented ideas for the Committee to consider. The committee would like to further discuss this topic in upcoming meetings.

**Old Committee Business** – None

**Chairman's Report** – Member Gengler thanked Todd Volker, Matt Asselmeier and Christina Burns for hosting GCEP at the Pickerell house.

**Public Comment** – None

**Executive Session** – None

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

**Action Items for County Board -**

- Approval of Kendall Area Transit Vehicle Lease
- Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP)
- Approval of Agreement between Voluntary Action Center and County of Kendall
- Approval of Animal Control Fee Ordinance Review

**Adjournment** – Member Gengler made a motion to adjourn, second by Member Koukol.

**With 3 members present in agreement; the meeting was adjourned at 6:38p.m.**

Respectfully submitted,  
Nancy Villa  
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Wednesday, July 17, 2024 at 5:30 p.m.**

**Call to Order:** The meeting was called to order by Chairman Elizabeth Flowers at 5:31 p.m.

**Roll Call**

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

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

**Staff Present:** Christina Burns, Taylor Cosgrove, Roger Bonuchi, Todd Volker, Matt Asselmeier

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

**Approval of Minutes** – Member Gengler made a motion to approve the June 25, 2024 Committee Meeting minutes, second by Member Wormley. **With five (5) members voting aye, the motion was carried by a vote of 5 - 0.**

**Committee Reports and Updates**

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove briefed the committee on the monthly bite report starting on page 6 in the packet. Animal Control has spent time on three serious bite investigations in June, all three investigations are complete. She also reported another severe bite that just occurred this week which they are currently investigating. The length of stay has increased, and at this time the facility is very full for both cats and dogs. The comparison statistic report shows they had eleven dogs that were confiscated, but Ms. Cosgrove explained that this number included a mother dog with eight puppies. A question was asked about owner surrenders and if they charge the owner? Ms. Cosgrove stated AC can charge a \$50.00 fee and they will always ask for additional donations, especially if the animal has not altered or has not kept up with vaccinations to help recover some of these costs.
- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi gave an update to the committee regarding EMA’s very busy week with two nights of storms and reported tornados. There was widespread storm damage, and they are still assessing the extent of that damage. Mr. Bonuchi stated that damage was not as severe as in other counties and no damage to medical facilities or other essential services. The Kendall County Emergency Management report for June can be found on page 16 of the packet.
- C. Revolving Loan Status Update** – County Administrator Christina Burns directed the committee to the RLS report on page 17 of the packet. She indicated that there had been no significant updates since the last committee meeting on these loans.

- D. Economic Development Update-** Economic Development Coordinator Todd Volker briefed the committee on a request that he received late last week to help plan an agricultural/business tour for a 30 -35 person delegation from Brazil. With short notice Mr. Volker pulled together a tour that will include visiting; The GRID manufacturing facility, tour of Bob Stewart's large farming operation with welcoming remarks by Chairman Matt Kellogg, and tour of CHS, Inc. Grain Terminal. The Newark FFA will host a lunch fundraiser and a discussion on agricultural education. They will end the tour at the Gilded Edge Winery a boutique winemaker and agritourism destination in Newark. Included in the packet (page 18) is Economic Development July monthly report.
- E. KAT Update** – County Administrator Christina Burns directed the committee to page 20 of the packet for the ride data report for the month of May. Christina Burns thanked Jennifer Karales for her work with the KAT program, for the grant process and her PCOMM role.

### **New Committee Business**

**A.\*MOTION (Forward to County Board):** Discussion and Approval of Cable Television Franchise Agreement by and between County of Kendall and Comcast of Illinois XIII, L.P.

County Administrator Christina Burns stated that the County's current franchise agreement with Comcast expires in October. Comcast is requesting the County enter into a new five-year agreement. The agreement is substantially similar to the one currently in place. Comcast will continue to pay a franchise fee equal to 5% of annual gross revenues, which is the limit provided for in the Cable Act.

Member Gengler made a motion for Approval of Cable Television Franchise Agreement by and between County of Kendall and Comcast of Illinois XIII, L.P. to be forwarded to County Board meeting, second by Member Koukol. **With five (5) members voting aye, the motion was carried by a vote of 5 - 0.**

### **Old Committee Business**

#### **A. Discussion of Economic Development Priorities**

County Administrator Christina Burns stated that the need for this discussion is to determine what outcomes the committee would like to see from Economic Development. The need is to set priorities, goals and budget for the coming year along with what types of projects Economic Development Coordinator Todd Volker should put time and effort into. Ms. Burns asks that they also think about what long-term visions the committee has for the County. Mr. Todd Volker went through a summary of the Economic Environment Scan document that was shared at the last committee meeting. The mission of economic development is to produce a better life for Kendall County residents; to include better economy, better quality businesses, create opportunities for jobs, support the development plans/goals of the County's municipalities and to ultimately work to lower taxes. Mr. Volker gave a quick demographic overview. The County is anticipated to grow 9.5% in the next five years, with a current population of 139,976. Personal income is 12<sup>th</sup> highest in Illinois, labor participation of 72.3% (higher than peers), and poverty level at 9.2%. Kendall County agriculture accounted for 14.8 % of county GPD, with 383 farms and 129K acres in production. The business count in the County is estimated at 2200 businesses. Manufacturing and mining/quarrying jobs are some of the highest paid jobs in the County. Current trends is strong in retail employment and demand for warehouse/distribution centers, and data centers. He discussed the strengths and weaknesses of the County and the ideas for Kendall County's economic future. After the presentation Ms. Burns facilitated a discussion and feedback of the data presented and where priorities should be. The committee discussed road corridors and transportation limitations (rail and public transport). Corridors that have potential for growth include Orchard Rd, Ridge Road, Hwy 47 and Eldamain Rd. Committee members would like to see money going into corridor/road studies to help businesses make informed decisions. Ms. Burns stated that GCEP is an incredible tool for these business specific studies and the County does have access to this data that they has already collected. She said that at the last meeting one idea was to use the revolving loan fund to update the Land Resource Management Plan. The committee mentioned that they would like to see focus on these areas; environmental manufacturing, workforce development, small module reactors (SMRs) for clean and sustainable energy. Discussion continued regarding retail development and supporting the municipalities that can bring these businesses into the County. Kendall County should continue to build an intergovernmental system between the municipalities and the County to bolster community and get support bringing businesses into the county.

The committee engaged in a comprehensive discussion regarding business incentives and tax abatement guidelines in Kendall County. Ms. Burns indicated that they will present to the committee at a future meeting the economic development vision, a priority list for the next 3 to 5 years, and next year's priorities, all informed by today's discussions. Ms. Burns expressed appreciation to Mr. Volker for his contributions to the environmental scan and the B-Tech tour.

**B. Discussion of Revolving Loan Fund Program**

County Administrator Christina Burns led the discussion on the Revolving Loan Fund Program. Ms. Burns asked if they had any new ideas to be added as revisions are being made to this document. Last meeting it was discussed that the Revolving Loan fund would still be available for small businesses, focus on corridor studies or the LRMP, and municipal support program similar to what was given to Minooka to support their project. The draft application is more robust than what was used previously, this will give greater details to the application process. Ms. Flowers would like to see if RLF could be used for branding for Kendall County. Ms. Burns said staff will continue to work on the document and will bring it back to a future committee meeting.

**Chairman's Report** – None

**Public Comment** – None

**Executive Session** – None

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

**Action Items for County Board** -

- Approval of Cable Television Franchise Agreement by and between County of Kendall and Comcast of Illinois XIII, L.P.

**Adjournment** – Member Gengler made a motion to adjourn, second by Member Wormley. **With five (5) members present in agreement; the meeting was adjourned at 6:33 p.m.**

Respectfully submitted,  
Sally A. Seeger  
Administrative Assistant

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**

*Kendall County Office Building*

*Rooms 209 and 210*

*111 W. Fox Street, Yorkville, Illinois*

**6:30 p.m.**

**Meeting Minutes of July 8, 2024**

**CALL TO ORDER**

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

**ROLL CALL**

Committee Members Present: Elizabeth Flowers, Dan Koukol, Ruben Rodriguez, Brooke Shanley (Arrived at 6:38 p.m.), and Seth Wormley

Committee Members Absent: None

Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Office Assistant, Alex Schuster, Katherine Rousonelos, Ray Jackinowski, Jim Filotto, and Alphonse Johnson

**APPROVAL OF AGENDA**

Mr. Asselmeier requested modifying the agenda to move Correspondence between Public Comment and Expenditure Report.

Member Koukol made a motion, seconded by Member Flowers, to approve the agenda with the amendment to move Correspondence between Public Comment and Expenditure Report. With a voice vote of four (4) ayes, the motion carried.

**APPROVAL OF MINUTES**

Member Flowers made a motion, seconded by Member Rodriguez, to approve the minutes of the June 10, 2024, meeting. With a voice vote of four (4) ayes, the motion carried.

**PUBLIC COMMENT**

Mr. Asselmeier received an email from Kevin Simmons complaining about Blackberry Oaks Golf Course mowing behind his yard at 5:00 a.m. Mr. Simmons plans on attending the August meeting.

Member Shanley arrived at this time (6:38 p.m.).

**CORRESPONDENCE**

*June 4, 2024, Letter from Alphonse I. Johnson Pertaining to the 1847 Stone 2-1/2 Story Farmhouse Built by the Sherrill Family*

The Committee reviewed the letter. Mr. Alphonse Johnson explained the reason for attending the meeting and letter. Mr. Johnson said it would be helpful for people who have older homes that were being considered for historical preservation to have Kendall County should zone those as R-2, so the owners would be able to take better care of the older homes. He stated it is getting too expensive to keep up a home that is over one hundred (100) years old. Mr. Johnson felt an assessment was necessary.



Mr. Asselmeier stated that the property is located in the Village of Lisbon and the Kendall County Historic Preservation Ordinance does not apply to any structures inside a municipality.

Member Flowers asked Mr. Asselmeier what was the definition of a supermajority in the Historic Preservation Ordinance. Mr. Asselmeier responded that supermajority to become a historic landmark is eight (8) out of ten (10) votes or seventy-five percent (75%).

Mr. Asselmeier continued to say a third (3<sup>rd</sup>) party can nominate a structure without the owner's consent, but the owner has to be notified and can object. A public hearing was also required before a property is landmarked. Mr. Asselmeier said that third (3<sup>rd</sup>) party nominations was a requirement for Kendall County to become a Certified Local Government (CLG). When Kendall County became a CLG, the State of Illinois allowed Kendall County to include an application fee of Five Hundred Dollars (\$500) to be paid by the third (3<sup>rd</sup>) party who was nominating a structure. Member Flowers stated that it would be very difficult to acquire supermajority vote and the money someone would have to pay for nominating a structure for historic land marking.

Member Rodriguez asked if a structure had ever been nominated. Mr. Asselmeier stated there was one (1), and it was nominated at the owner's request.

Member Flowers stated that in order for the County to receive CLG status and apply for CLG grants, the verbiage of supermajority and the five hundred (\$500) application fee was included in the ordinance.

Member Koukol echoed Member Flowers' rational for the language in the Historic Preservation Ordinance

Since this property was out of Kendall County's jurisdiction, Mr. Johnson's son stated that he and his father will consult with the mayor of Lisbon regarding this matter.

### **EXPENDITURE REPORT**

The Committee reviewed the Expenditure Report from June 2024.

Member Shanley wanted to express her gratitude to Mr. Asselmeier for being extremely thorough and transparent in answering questions.

### **PETITIONS**

*Petition 24-10 Alex M. Schuster*

Mr. Asselmeier summarized the request.

The Petitioner is seeking a special use permit for a landscaping business, including allowing outdoor storage of materials.

The application materials, plat of survey, current conditions plat, revised proposed site plan reflecting WBK Engineering's comments, proposed landscaping plan, and pictures of the property were provided.

The address of the property was 2142 Wooley Road.

The property was approximately three (3) acres in size.

The current land use was Improve Residential/Farmstead.

The County's Future Land Use Map called for the property to be Rural Estate Residential. The Village of Oswego's Future Land Use Map called for the property to be Large Lot Residential.

Wooley Road was a Minor Collector maintained by Oswego Township.

The Village of Oswego has a trail planned along Wooley Road.

There were no floodplains or wetlands on the property.

The adjacent properties were used as Agricultural and Farmstead.

The adjacent properties were zoned A-1.

The County's Future Land Use Map called for the area to be Rural Estate Residential and Commercial. The Village of Oswego's Future Land Use Map called for the area to be Large Lot Residential.

Properties within one half (1/2) of a mile were zoned A-1 in the County and B-3 in the Village of Oswego.

Approximately three (3) houses are located within a half mile (0.5) miles of the subject property.

EcoCAT Report was submitted on March 14, 2024, and consultation was terminated

The NRI application was submitted on April 29, 2024. The LESA Score was 173 indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Oswego Township on May 1, 2024. Prior to formal application submittal, Oswego Township submitted an email requesting a thirty-three foot (33') deep right-of-way dedication from the center of Wooley Road. This email was provided.

Petition information was sent to the Village of Oswego on May 1, 2024. No comments received.

Petition information was sent to the Oswego Fire Protection District on May 1, 2024. The Oswego Fire Protection District submitted an email stating no objections to the proposal. This email was provided.

ZPAC reviewed this proposal at their meeting on May 7, 2024. Discussion occurred regarding the size and location of the septic system. The right-of-way dedication was raised to forty feet (40'). ZPAC recommended approval of the request with the additional condition related to the septic system and increasing the right-of-way dedication by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on June 26, 2024. Discussion occurred regarding the future land use map for properties in the area and the distance of the house to road. Discussion also occurred regarding the business starting at the property before a special use permit was issued. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals conducted a public hearing on this proposal on July 1, 2024. Other than the Petitioner, no other members of the public testified at the public hearing. Discussion occurred regarding why the Petitioner started operations before obtaining the special use permit. Discussion also occurred regarding restroom facilities. The Petitioner requested and received clarification on the condition related to the right-of-way dedication depth. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff by a vote of four (4) in favor and zero (0) in opposition with three (3) members absent. The minutes of the of hearing were provided.

Per Section 7:01.D.32 of the Kendall County Zoning Ordinance, landscaping businesses can be special uses on A-1 zoned property subject to the following conditions:

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

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

As noted in the project narrative, the Petitioners would like to operate ASE Illini-Scapes at the subject property.

They would use the site for storage of landscaping materials, equipment, offices, and related operations. Employees would visit the site to get materials. The site would not be open to customers.

The business would be open from 6:00 a.m. until 6:00 p.m. Monday through Friday during the growing season and everyday for twenty-four hours (24) during snow events in the winter. The business has a maximum of fifteen (15) employees, during the busy season, and two (2) employees year-round. Employees either report to the subject property or report directly to job sites.

The site plan shows one (1) approximately one thousand three hundred seventy (1,370) square foot material bin area and one (1) approximately three thousand five hundred (3,500) square foot hard goods storage area near the eastern property line. One (1) approximately five hundred (500) square foot material storage bin was shown near the southern property line. One (1) additional approximately three thousand three hundred (3,300) square foot equipment and storage area is shown south of the existing accessory buildings. The Petitioner indicated that the piles of materials would not exceed ten feet (10') in height.

Equipment would be stored outdoors, when the business is closed.

The Petitioner intends to grow nursery stock in the future.

The subject property presently has one (1) approximately three thousand three hundred (3,300) square foot house, constructed in 1875, one (1) frame garage, two (2) metal frame accessory buildings, and one (1) outhouse onsite that is used as decoration and gardening shed.

The site plan showed two (2) future greenhouses, one (1) approximately one thousand one hundred (1,100) square feet in size and one (1) approximately one thousand fifty (1,050) square feet in size.

Any structures related to the landscaping business, other than the greenhouses, would be required to obtain applicable building permits. However, at this time, no additional structures, besides the greenhouses, are proposed.

The well was located southwest of the house. The septic area was located east of the house, between the proposed employee parking area and the southern most greenhouse. The property was served by electricity and natural gas.

One (1) dumpster area was proposed east of the western most equipment and storage area. Given its location on the property and proposed perimeter screening around the property, the Petitioner did not propose any screening specifically for the dumpster area.

The property drains towards Wooley Road.

The site plan showed a drainage system along the east and northeast side of the property.

The Petitioners submitted an application for a stormwater management permit. WBK submitted a review letter requesting additional information and clarification. This letter was provided. The Petitioner's Engineer submitted a response on June 5, 2024, including a revised site plan addressing WBK's comments. This letter was provided. WBK submitted a letter on June 24, 2024, requesting additional information. This letter was provided.

Per the site plan, the property has a gravel driveway. The Petitioner plans to install a turnaround area at the south end of the driveway.

According to the site plan, the Petitioner proposes a gravel parking lot with ten (10) parking spaces located north of the turnaround area. One (1) ADA accessible parking space is required. The Petitioner intends to use a vehicular rated permeable paver to meet this requirement.

In addition, the Petitioner proposes an approximately one thousand seven hundred fifty square foot (1,750) truck and trailer parking area south of the turnaround area. This lot would also be gravel.

No lighting was planned for the property.

No signage was proposed.

The property presently has a fence along the perimeter as shown in several of the pictures and the landscaping plan.

The landscaping plan showed six (6) existing maple trees, two (2) existing willow, thirty-two (32) existing spruce trees, two (2) existing birch trees, two (2) existing oak trees, and several existing evergreen trees.

The Petitioner proposes to add twenty-six (26) purple coneflowers, three (3) six foot (6') service berries, trellised English ivy, and five (5) six foot (6') Nigra arborvitae.

The Petitioner plans to install landscaping within one (1) year of the approval of special use permit.

No information was provided regarding noise control.

No information was provided regarding odor control.

If approved, this would be the twenty-first (21<sup>st</sup>) special use permit for a landscaping business in unincorporated Kendall County.

The Findings of Fact were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Numerous landscaping businesses have been approved throughout unincorporated Kendall County, including one (1) at 655 Wooley Road. The proposed use is along Wooley Road, which is classified as a minor collector. Reasonable restrictions can be placed in the special use permit to ensure the health, safety, and general welfare of the area are protected.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The subject property is in a large A-1 Agricultural District. The use will not impede farms or residential uses on the adjoining properties. Reasonable restrictions may be placed on the special use permit to address hours of operation, noise, landscaping, and site layout to prevent neighboring property owners are not negatively impacted by the proposed use.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal states that customers will not come to the property. Given the limited number of employees reporting to the property, adequate utilities, access roads, and ingress/egress exists. A stormwater permit and conditions in the special use permit can address concerns related to drainage.

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

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 6-34 of the Land Resource Management Plan, "A strong base of agriculture, commercial and industrial uses that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents." "Encourage opportunities for locally owned business." In addition, the future land use map calls for this property to be Mixed Use Business. Similar types of uses were planned for the subject property and properties in the vicinity of the subject property.

Staff recommended approval of the requested special use permit subject to the following conditions and restrictions. To date, the Petitioner had not agreed to these conditions and restrictions:

1. The site shall be developed substantially in accordance with the submitted site plan and landscaping plan.
2. Within ninety (90) days of the approval of the special use permit, the owners of the subject property shall dedicate a strip of land ~~thirty-three feet (33')~~ **forty feet (40')** in depth along the northern property line to Oswego Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline. **(Amended at ZPAC)**
3. The location and size of the septic system should be assessed to determine if the system is placed and sized properly for the use allowed by this special use permit. **(Added at ZPAC)**
4. Equipment and vehicles related to the business allowed by the special use permit may be stored outdoors at the subject property when the business is closed.
5. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
6. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
7. The owners of the businesses allowed by this special use permit shall diligently monitor the property for leaks from equipment and vehicles parked and stored and items stored on the subject property and shall promptly clean up the site if leaks occur.
8. Except for the purposes of loading and unloading, all landscape related materials shall be stored at the designated storage areas shown on the submitted site plan. The maximum height of the piles of landscaping related material shall be ten feet (10'). **(Clarified at ZPAC)**
9. A maximum of fifteen (15) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work.
10. No customers of the business allowed by the special use permit shall be invited onto the subject property for matters related to the business allowed by the special use permit.
11. The hours of operation of the business allowed by this special use permit shall be Monday through Friday from 6:00 a.m. until 6:00 p.m. and the business shall be open twenty-four (24) hours to address snow events. The owners of the business allowed by this special use permit may reduce these hours of operation.

12. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits. This restriction does not apply to greenhouses.
13. No signs are shown on the site plan. The owner of the business allowed by the special use permit may request a sign in the future using the minor amendment process, provided that the proposed sign meets the requirements of the Kendall County Zoning Ordinance.
14. Only lighting related to security may be installed outdoors at the subject property.
15. Damaged or dead plantings described on the landscaping plan shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
16. The vegetation described in the landscaping plan shall be installed within one (1) year of the approval of the special use permit. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the vegetation. Materials and vegetation stored in the greenhouses and material storage area shall not be subject to this requirement and shall not be considered part of the landscaping plan.
17. No landscape waste generated off the property can be burned on the subject property.
18. The noise regulations are as follows:
  - Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.
  - Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.
  - EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.



Only homes permitted prior to the date of the issuance of the special use permit shall have standing to file noise complaints.

19. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
20. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
21. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business, including, but not limited to, installed the applicable number of ADA required parking spaces.
22. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
23. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
24. This special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

The draft ordinance was provided.

Member Koukol asked the Petitioner if he lived on the property. Alex Schuster, Petitioner, stated he lived on the property since December 2022. Member Koukol stated he is very familiar with the property and the previous owner. He said the three (3) acres were split from the main farm. Member Koukol was a neighbor of the subject property. Member Koukol stated that there can be no burning allowed on the property. There was some burning on the property not long ago and the neighbors called Member Koukol to report it. Member Koukol stated he would support the proposal as long as there is no burning of compost material. The Petitioner agreed.

Member Rodriguez asked the Petitioner if he knew the people behind him. Mr. Schuster said no.

Member Rodriguez asked the Petitioner if he plans on putting in more than one (1) entrance. Mr. Schuster stated he will have only one (1) entrance as there was no other location for an additional entrance.

Member Koukol made a motion, seconded by Member Shanley, to recommend approval of the special use permit with the conditions proposed by Staff.

The votes were as follows:

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

The motion carried.

The proposal will go to the July 16, 2024, Kendall County Board meeting on the consent agenda.

*Petitions 24-11 and 24-12 James W. Filotto on Behalf of Oakland Avenue Storage, LLC*  
Mr. Asselmeier summarized the request.

The Petitioner would like a map amendment rezoning approximately eleven more or less (11 +/-) acres located on south side of Route 52 between 276 and 514 Route 52 on the south side of Route 52 from A-1 Agricultural District to B-3 Highway Business District in order to operate a contractor's office at the property.

The Petitioner has also submitted an application for a conditional use permit for construction services business at the property (see Petition 24-12).

If the requested map amendment and conditional use permit are approved, the Petitioner will submit an application for site plan approval.

The application materials and zoning plat were provided.

The Petitioner would like a map amendment rezoning approximately eleven more or less (11 +/-) acres located on south side of Route 52 between 276 and 514 Route 52 on the south side of Route 52 from A-1 Agricultural District to B-3 Highway Business District in order to operate a contractor's office at the property.

The Petitioner has also submitted an application for a conditional use permit for construction services business at the property (see Petition 24-12).

If the requested map amendment and conditional use permit are approved, the Petitioner will submit an application for site plan approval.

The application materials and zoning plat were provided.

The property was located between 276 and 514 Route 52.

The property was approximately eleven (11) acres in size.

The existing land use was Agricultural.

The County's Future Land Use Map calls for the property to be Commercial. The Village of Shorewood's Plan calls for the property to be Mixed Use.

Route 52 is a State maintained Arterial Road.

There is a trail planned along Route 52.

There are no floodplains or wetlands on the property.

The adjacent properties were used for Agricultural, Single-Family Residential, and a landscaping business.

The adjacent properties were zoned A-1 and A-1 SU.

Properties within one half (1/2) of a mile were zoned A-1, A-1 SU, B-2, B-3 SU, B-4 and Will County Zoning.

The A-1 special use permits to east are for a landscaping business and fertilizer plant.

The A-1 special use permit to the west is for a landing strip.

The B-3 special use permit to the east is for indoor and outdoor storage.

The property to the north of the subject property is planned to be a school.

EcoCAT Report submitted and consultation was terminated.

The application for NRI was submitted on April 22, 2024. The LESA Score was 196 indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Seward Township on April 30, 2024. The Seward Township Planning Commission reviewed the proposal at their meeting on May 14, 2024, and approved the requested map amendment. The proposal goes to the Seward Township Board in July. An email with this information was provided.

Petition information was sent to the Village of Shorewood on April 30, 2024. On May 22, 2024, the Village of Shorewood submitted an email requesting that the Kendall County Regional Planning Commission recommend denial. This email was provided. On June 20, 2024, the Village of Shorewood submitted an email stating they would not object to the map amendment and requested no outdoor storage at the property. This email was provided.

Petition information was sent to the Minooka Fire Protection District on April 30, 2024. Mr. Asselmeier read an email from the Minooka Fire Protection listing applicable fire protection requirements for the business.

ZPAC reviewed this proposal at their meeting on May 7, 2024. Seward Township's proposed new Future Land Use Map did not change the classification of this property. ZPAC recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes were provided

The Kendall County Regional Planning Commission started their review of this proposal their meeting on May 22, 2024. The proposal was laid over at the Petitioner's request until the Village of Shorewood's concerns could be addressed. The Kendall County Regional Planning Commission finished their review of the proposal at their meeting on June 26, 2024. Discussion occurred regarding traffic at the property. The final location

of the building had not been determined. Outdoor storage would not occur at the property. One (1) neighbor said that he did not want the use at the property and another neighbor expressed concerns about the appearance of the neighborhood and concerns about property values. Discussion also occurred regarding other uses that might go on the property. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the May 22, 2024, meeting and the minutes of the June 26, 2024, meeting were provided.

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on May 28, 2024. The hearing was continued until July 1, 2024, at the Petitioner's request. This information was provided. At the hearing on July 1, 2024, discussion occurred regarding the type of business and type of equipment and materials that would be stored at the property. The proposed use is a roofing contractor business with no outside storage. One (1) neighbor stated that they did not want outdoor storage next to his property. One (1) neighbor requested a larger setback for the building so that the use would not be visible to neighboring properties. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of four (4) in favor and zero (0) in opposition with three (3) members absent. The minutes of the hearing were provided.

The Petitioner would like to rezone the property to operate a construction services/contractor service at the subject property.

The site is currently farmed. Any future buildings would have to meet applicable building codes.

No utilities are onsite.

The property fronts Route 52. Access would have to be approved by IDOT. IDOT submitted an email expressing no objections to this request. The email was provided.

Parking and driving aisles would be evaluated as part of the site plan review process.

Based on the proposed uses, no new odors are foreseen. The owners of the property would have to follow applicable odor control regulations based on potential other future B-3 allowable uses.

Lighting would need to be evaluated as part of site plan review.

Landscaping would need to be evaluated as part of site plan review.

Any signage would have to meet applicable regulations and secure permits.

The owners of the property would have to follow applicable noise control regulations based on future land uses. Noise control measures would need to be evaluated as part of site plan approval.

Stormwater control would be evaluated as part of site plan review.

The Findings of Fact were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes, single-family residential, and a landscaping business.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1 and A-1 with a special use permit for a landscaping business. Other properties in the vicinity possess business zoning classifications.

The suitability of the property in question for the uses permitted under the existing zoning classification. The Petitioner's proposed use of the property, for the operation of a construction/contractor business, is not allowed in the A-1 Zoning District.

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

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The subject property is classified as Commercial on the Future Land Use Map and the B-3 Zoning District is consistent with this land classification.

Staff recommended approval of the proposed map amendment.

The draft ordinance was provided.

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

1. This conditional use permit shall not become effective unless or until the subject property is rezoned to the B-3 Highway Business District.
2. No fabrication of materials occurs on the premises.
3. Except for the purposes of loading and unloading, all materials and equipment is stored within a building.
4. The property owner and owner of the use allowed by this conditional use permit shall follow all applicable Federal, State, and Local laws related to the operation of

this type of use and development of the site, including, but not limited to, obtaining site plan approval as required by the Kendall County Zoning Ordinance.

5. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the conditional use permit.
6. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
7. This conditional 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 use conducted on the property.

The draft conditional use permit was provided.

Member Koukol asked the Petitioner what type of entrance was at the property. Jim Filotto, Petitioner, answered that the entrance will be moved. Member Koukol asked if this was a field entrance. Mr. Filotto said yes.

Member Koukol asked if the Petitioner owned the property and how long the Petitioner has owned it. Mr. Filotto has owned the property for six (6) months.

Member Koukol asked the Petitioner what type of business he owns. Mr. Filotto stated he owns a roofing business.

Member Koukol asked the Petitioner what he plans on doing with the land. Mr. Filotto answered he plans on building an office and a warehouse.

Chairman Wormley mentioned that Filotto Roofing has been around for generations. Chairman Wormley stated this location will be used for storage of equipment and job materials. Mr. Filotto agreed.

Member Koukol asked the Petitioner if he currently has a shop. Mr. Filotto stated he has a shop in Crest Hill near the Industrial Park across from the Public Works Building. Member Koukol mentioned that he knows the location of the Petitioner's business and Member Koukol stated that the Petitioner keeps his current business clean.

Chairman Wormley stated that the conditional use permit requires that the Petitioner keep storage of materials and equipment within the building. Mr. Filotto stated that the facility will not be used for outside storage.

Chairman Wormley spoke about the Future Land Use Map and that this use was planned to be in the area of the subject property.

Member Koukol stated that, in a previous meeting with Seward Township, he requested more land to be slated for businesses. He commended the Petitioner for planning to open a new business in the area.

Member Rodriguez asked the Petitioner what his time frame was to open the business. Mr. Filotto stated he has to provide a site plan, which will go through the process and may not be ready until next year.

Member Rodriguez asked the Petitioner if the drives and parking area will be paved with blacktop. Mr. Filotto said he will have paved roads and the office will be brick and the storage building will be metal.

Mr. Ray Jackinowski, neighbor, asked if a site plan existed. In particular, he wanted to know how far the use would be from the neighboring property lines. Mr. Asselmeier provided the setbacks for the B-3 Zoning District.

Mr. Jackinowski asked if the Petitioner could put up a fence between the properties. Mr. Asselmeier responded that, in the B-3 Zoning District, the Petitioner has to provide screening and a buffer. Member Koukol noted the existing tree line and Mr. Jackinowski stated that the trees provide a buffer in the summer time but not in the winter time.

Chairman Wormley stated he felt the buffering and screening matters were something that will be worked out between the neighbor and the Petitioner.

Mr. Jackinowski stated that there was burning of grass clippings by one of the landscapers last year that lasted for two (2) days. Mr. Asselmeier stated that their special use permit does not allow burning and it is against the Health Department regulations. Mr. Asselmeier advised Mr. Jackinowski to contact Kendall County when the landscaper was burning. Chairman Wormley stated that he would provide Mr. Asselmeier's contact information so, if the burning happens again, there will be a citation issued to the party that was burning.

Member Rodriguez made a motion, seconded by Member Shanley to recommend approval of the map amendment and approval of the conditional use permit.

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposed map amendment will go to the July 16, 2024, Kendall County Board meeting on the consent agenda.

**NEW BUSINESS:**

Approval of a Request to Extend the Deadline for Installing Vegetation at the Property Identified by Parcel ID Number 07-05-400-003 in the 16000 Block of Newark Road in Big Grove Township; Property is Zoned A-1 with a Special Use Permit for a Public or Private Utility Other

Mr. Asselmeier summarized the issue.

In 2018, by Ordinance 2018-15, the Kendall County Board approved a special use permit for a public or private utility other (solar panels) at the subject property.

On March 13, 2023, the Planning, Building and Zoning Committee approved a minor amendment to the special use permit extending the deadline for installing landscaping to August 21, 2024, and granting the Committee the ability to grant extensions to this deadline.

On June 20, 2024, the project manager for the project submitted a request to extend the deadline for installing landscaping to October 31, 2024.

Member Koukol made a motion, seconded by Member Flowers, to approve the extension until October 31, 2024.

The votes were as follows:

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

The motion carried

Chairman Wormley stated he would like to see some progress with this project and may not grant additional extensions if there was no progress.

**OLD BUSINESS:**

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township

Mr. Asselmeier stated that the Petitioner submitted their revised drawings along with letters and calculations earlier in the afternoon prior to the meeting. This information was sent to WBK for review.

Approval to Extend or Revoke Building Permit 01-2020-146 for a Single-Family Home at 7782 Tanglewood Trails

Mr. Asselmeier provided an email from Brian Holdiman requesting another three (3) month extension.



Member Rodriguez made a motion, seconded by Member Flowers, to approve the extension until October 3, 2024.

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

**REVIEW VIOLATION REPORT:**

The Committee reviewed the report.

**REVIEW PRE-VIOLATION REPORT:**

The Committee reviewed the report.

Mr. Asselmeier explained the new tracking system to track pre-violation.

**UPDATE FROM HISTORIC PRESERVATION COMMISSION:**

July 15, 2024, Historic Preservation Group Summer Meeting

The Committee reviewed the agenda for the meeting.

**Update on Historic Structure Surveys**

Mr. Asselmeier provided emails stating that the grant window will not open until September 2024 and close in December 2024. This likely means that the County would not spend any funds in the current fiscal year on the project. An email was also provided noting that the fee for doing the surveys will not change in Fiscal Year 2024-2025.

**REVIEW PERMIT REPORT:**

The Committee reviewed the report.

**REVIEW REVENUE REPORT:**

The Committee reviewed the report.

**COMMENTS FROM THE PRESS:**

None

**EXECUTIVE SESSION:**

None

**ADJOURNMENT:**

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

Chairman Wormley adjourned the meeting at 7:34 p.m.

Minutes prepared by Wanda A. Rolf, Administrative Assistant

Enc.

✍

**KENDALL COUNTY  
PLANNING, BUILDING, & ZONING COMMITTEE  
JULY 8, 2024**

IF YOU WOULD LIKE TO BE CONTACTED ON FUTURE MEETINGS REGARDING THIS TOPIC, PLEASE PROVIDE YOUR ADDRESS OR EMAIL ADDRESS

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
[unclear]		
Jim Filotto		
ALEX SCHUSTER		
Al Johnson		
RAY JACHTOWSKI		

**Matt Asselmeier**

---

**From:** Kevin Simmons [REDACTED]  
**Sent:** Wednesday, July 3, 2024 11:10 AM  
**To:** Matt Asselmeier  
**Subject:** [External]Noise Ordinance

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

We spoke on July 2nd concerning the Blackberry Oaks golf course mowing behind our houses as early as 5am. We live at 2665 Kennedy Rd. Oswego, and behind our back yard is the 11th hole. In the past we have tried to resolve this issue directly with the golf course over the years, we have lived here for eleven years. We were never given a name; they did take my information but I have never received a return phone call. One morning I did speak to one of the landscapers and he was able to mow a different area and returned an hour later. Obviously they have a pattern/plan but if he was able to do that one morning then it can be done other mornings. Yes, we can understand and appreciate the need to mow but multiple industrial size mowers, leaf blowers, as well as other carts/equipment 5-7 days a week is taxing, to say the least. While we have not spoken to every single neighbor, the ones I have spoken to are in agreement, 5am is just ridiculous.

Please put yourself in our place and imagine an industrial size mower in your backyard at 5am. You may think there is no way they mow everyday, but another issue is they use the bridge behind our neighbor's yard to access the back 9 with all the machinery.

Thank you for your consideration in this matter,

Kevin Simmons



## MINOOKA FIRE PROTECTION DISTRICT

"A Culture of Excellent Service"

P.O. Box 736  
7901 E. Minooka Road  
Minooka, Illinois 60447

Ph: 815-467-5637  
Fx: 815-467-5453  
[www.minookafire.com](http://www.minookafire.com)

July 6,2024

Mr. Matthew H. Asselmeier, AICP, CFM  
Senior Planner  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, IL 60560-1498

Re: Kendall County Zoning Petition 24-12  
PIN: 09-13-400-011

Dear Mr. Asselmeier:

A review of Petition 24-12 has been completed and the Fire District has the following stipulations:

1. All codes for this building will fall under 2021 International Fire Code, NFPA 2022 and Minooka Fire Protection District Ordinance's
2. An automatic sprinkler system that complies with the 2021 International Fire Code, NFPA 13 and Minooka Fire Protection District Ordinance's is required for the proposed building. Have the Petitioner's sprinkler contractor submit plans for review and approval prior to beginning installation of the automatic sprinkler system.
3. Please ensure the fire pump room has both a direct access outside door and is also accessible from the inside of the building
4. A fire alarm system that complies with the 2021 International Fire Code, NFPA 72 and Minooka Fire Protection District Ordinance's is required for the proposed building. Have the Petitioner's fire alarm contractor submit plans for review and approval prior to beginning installation of the fire alarm system.
5. A contract for wireless fire alarm monitoring through our dispatch center WESCOM is required.
6. A Knox Box will be required at the front of the building.
7. The address for this property will need to be properly marked at the street.
8. Please provide an auto turn analysis for the associate parking area using the following details: ladder truck length: 42 feet with a wheelbase of 234 inches.
9. Please have all fire protection contractors register with and send system inspection reports to The Compliance Engine at <https://www1.thecomplianceengine.com/>

No guarantee is rendered as to the completeness of the zoning change application review, and the responsibility for full compliance with both state and locally adopted codes, standards and regulations rests with the owner or his authorized agent or subcontractor. Subsequent discovery of errors or

omissions shall not be construed as authority to violate, cancel or set aside any provision of any applicable codes.

Thank you for the opportunity to review and comment on your application. Should you have any questions or concerns, please feel free to contact me at 815-467-5637 ext. 113.

Respectfully,

A solid black rectangular box redacting the signature of Matt Feinberg.

Matt Feinberg, Fire Inspector  
Minooka Fire Protection District

**COUNTY OF KENDALL, ILLINOIS**  
**HUMAN RESOURCES AND INSURANCE COMMITTEE**  
**Meeting Minutes for Monday, August 5, 2024, at 5:30 p.m.**

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**Call to Order**

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

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Ruben Rodriguez	Here		
Jason Peterson	Here		
Elizabeth Flowers	Here		
Zach Bachmann	Absent		
Matt Kellogg	Here		

**With 4 members present a quorum was established.**

**Staff Present:** Christina Burns, Leslie Johnson, Payton Karlovich, and Brenda Benz

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

**Approval of Minutes-** Member Flowers made a motion to approve the May 6, 2024, minutes, second by Member Kellogg. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

**Committee Reports and Updates** –

**A. Monthly Benefits Report (pages 5-6 in packet)**

Kendall County Deputy Treasurer provided a monthly insurance report to the committee (Report included in packet).

**B. Monthly Human Resources Department Report (pages 7-8 in packet)**

Human Resource Director Leslie Johnson provided the committee with an update on significant developments over the past few months. Kendall County has conducted a review of the five-year property appraisal. Ms. Johnson also introduced Brenda Benz, the new HR Generalist, who brings five years of experience in Human Resources to Kendall County. The summer internship program is concluding, and the interns will present their projects to the County Board at the meeting scheduled for Wednesday, August 7, 2024. Additionally, the Kendall County Office Olympics took place throughout July, with the Treasurer’s Office achieving first place for the second consecutive year. The Kendall County Summer Employee Celebration occurred on July 26, featuring refreshments from Home Plate Hot Dogs and Grandma Rosie’s Sweet Treats.

**C. Executime & Tyler Munis Update (page 9 in packet)**

HR Generalist Payton Karlovich provided an update to the committee regarding the time and attendance program. Ms. Karlovich reported that the team is currently six months ahead of schedule and anticipates the implementation of the program as early as December 1st. The department has received positive feedback from several offices, though there has been some negative feedback regarding the use of military time.

**New Committee Business –**

- A. Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. Effective August 20, 2024

**Member Kellogg made a motion to forward to County Board meeting, second by member Peterson. With 4 members voting aye, the motion was carried by a vote of 4 -0.**

- B. Amendment No.1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois effective October 1, 2024, through September 30, 2025, in an amount not to exceed \$49,000

**Member Peterson made a motion to forward to County Board meeting, second by member Kellogg. With 4 members voting aye, the motion was carried by a vote of 4-0.**

- C. Amended Section 5.7 Safe Driving Policy in the Kendall County Employee Handbook

**Member Flowers made a motion to forward to County Board meeting, second by member Peterson. With 4 members voting aye, the motion was carried by a vote of 4-0.**

- D. An Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative (IPBC) and Authorizing Membership in the IPBC by the Kendall County, Illinois

**Member Kellogg made a motion to forward to County Board meeting, second by member Peterson. With 4 members voting aye, the motion was carried by a vote of 4-0.**

**Old Committee Business –** None

**Chairman’s Report –**None

**Public Comment –** None

**Executive Session –** None

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

**Action Items for County Board –**

**1. Under Consent Agenda**

- Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. Effective August 20, 2024
- Amendment No. 1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois Effective October 1, 2024, through September 30, 2025, in an Amount not to Exceed \$49,000.
- Amended Section 5.7 Safe Driving Policy in the Kendall County Employee Handbook

**2. Items for Committee Business**

- An Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative (IPBC) and Authorizing Membership in the IPBC by Kendall County, Illinois.



**Adjournment** – Member Flowers made a motion to adjourn, second by Member Peterson. **With 4 members present in agreement, the meeting was adjourned at 5:58 p. m.**

Respectfully submitted,  
Nancy Villa  
Executive Administrative Assistant

## HIGHWAY COMMITTEE MINUTES

**DATE:** August 13, 2024  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Ruben Rodriguez, Brian DeBolt, Dan Koukol & Scott Gengler  
**STAFF PRESENT:** Michele Riley and Francis Klaas  
**ALSO PRESENT:** P.J. Fitzpatrick and Skyler Evans

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

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

Motion DeBolt; second Koukol, to approve the Highway Committee minutes from July 9, 2024. Motion approved unanimously.

Motion DeBolt; second Gengler, to recommend approval of an ordinance granting variance to the Kendall County Highway Access Regulation Ordinance for QuikTrip Corporation. Koukol asked if there had been an extension on the request for this variance. Klaas explained that QuikTrip had petitioned the County for full access on Ridge Road over a year ago and that was denied. Last month, the variance was modified to provide for just a right in / right out access. It also included provisions for a barrier median on Ridge Road all the way from I-80 to Midpoint Road as well as a cross-access easement to get through QuikTrip to the Shell gas station. Shell objected to this proposal and so the motion was tabled last month. The variance before the Committee now is the same as last month, with the exception of a barrier median only across QuikTrip's frontage, leaving Shell's frontage untouched. Klaas believed that there would ultimately need to be a barrier median starting at I-80; so this proposal, for now, kicks the can down the road, but likely avoids litigation with Shell. Committee members examined aerial exhibits and discussed traffic patterns in the area. Koukol asked if there was still a provision for drivers going into QuikTrip to access the Shell station? Klaas indicated that the revised ordinance does not contain a provision for a cross-access easement. He thought that the Village would be able to govern the internal movements of these parcels as part of their jurisdiction.

Rodriguez asked about the diesel fueling station on Shell's property and whether they had obtained a permit to construct it. Klaas stated that Shell had obtained a building permit from PB&Z for addition of the truck fueling station about 10 years ago. Highway Department was unaware of it and PB&Z Department didn't discuss the matter with Highway Department. Klaas indicated that there were a lot of non-conforming things going on with the Shell station, but he didn't believe there were any current violations. DeBolt asked what the County should do moving forward. Klaas recommended that the County approve the variance for a right in / right out with a condition that QuikTrip must build a barrier median across their entire Ridge Road frontage. Rodriguez again discussed the idea of cross access between Shell and QuikTrip. Committee members considered and agreed not to include that provision in the ordinance. They also discussed the idea of development on the east side of Ridge Road and how motorists would enter and exit property on that side. Gengler was concerned about controlling the access on the east side. He wondered if some provisions should be included in QuikTrip's variance ordinance.

Klaas stated that once property on the east side developments, those developments would have to comply with the Kendall County Highway Access Regulation Ordinance. The KCHARO document would govern all new developments and would only allow for a right in / right out access on the east side of Ridge Road in any development scenario. Upon considering all factors, the Committee voted unanimously to forward the variance ordinance to the County Board with a positive recommendation. Koukol wondered if there were any tax breaks or incentives for the QuikTrip. Skyler Evans, from QuikTrip, was unaware if there were any incentives associated with this specific development.

Committee members reviewed projects included in the County's 5-Year Transportation Plan. Klaas provided an update on the status of current projects. He invited members to review and recommend inclusion of specific projects in the next annual update. DeBolt asked about the proposed roundabout at the intersection of Little Rock Road and Galena Road and whether it would be built in 2027. Klaas indicated that it is scheduled in the 5-Year for construction in 2027. He added that this particular intersection was a good spot for a roundabout because of the heavy volume and the fact that it is already a 4-way stop. Klaas also suggested a possible roundabout at the intersection of Plainfield – Schlapp – Simons. There have been 26 accidents at this intersection over the past 5 years. Koukol added that there have been many near-misses as well. He also discussed some of the recent progress at the Ridge Road – Johnson Road intersection. He thought they have made significant progress in the past couple weeks. Koukol also asked about the intersection of Plainfield Road and Collins Road. Klaas had intentionally not included anything at this intersection because both he and Oswego Township keep thinking that there will be development coming into the Village of Oswego and developers would improve this intersection. DeBolt asked which intersection had the most crashes in the County. Klaas stated that it was at Grove and Rte. 52 with 31 crashes in the last 5 years; and there was another bad one last Friday. Klaas also reminded the Committee that IDOT is spearheading an intersection improvement at this intersection. Koukol was in favor of an intersection improvement at Plainfield-Schlapp-Simon. Gengler asked what we were going to do at Plainfield-Collins. Committee discussed and like the idea of including a roundabout at both the Collins intersection and the Schlapp intersection. Klaas asked Committee about the roundabout originally proposed at Little Rock & Creek. It was designed nearly 10 years ago. There was some disagreement on whether to include this latter project. Klaas invited the committee to review additional projects that they might want to include in the next 5-Year Plan update.

In Other Business, DeBolt asked Klaas about the progress on the drainage improvement planned at Subat Forest Preserve as it relates to drainage of the Beck Farm. Klaas said he did not have the permit in his hand yet but expects to complete the project in the next 30 days. DeBolt explained how the ground could be regraded on the Subat side and let the surface water continue west towards the Rob Roy Creek. Gengler talked about how this natural waterway extends all the way up to the Fox Hill development, and the situation might not get much better with the recent purchase of 100 acres by the Yorkville School District and other proposed developments in the area. This has historically been a problem area, especially in wet years.

Koukol asked for an update on the Collins Road project. He discussed the increases in roadwork in recent years, but the fact that there really aren't any new or additional contractors to complete the work; so crews are stretched very thin. PJ Fitzpatrick stated that he believes the project will be finished this calendar year. Klaas concurred. Koukol also thought that the contractor has been working very consistently in recent weeks and making good progress.

Motion DeBolt; second Gengler, to forward Highway Department bills for the month of August in the amount of \$138,694.42 to the Finance Committee for approval. Motion approved unanimously.

Motion DeBolt; second Gengler to adjourn the meeting at 4:09 PM. Motion carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Francis C. Klaas". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

### **Action Items**

1. Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for QuikTrip Corporation

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

**THIS INTERGOVERNMENTAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES** (“*the Agreement*”) is by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”) and Oswego Township and Oswego Township Road District, collectively known as Oswego Township for purposes of this agreement.

**WITNESSETH:**

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

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

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

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

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

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

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

- a. To provide access to GIS portal,
- b. To provide GIS data maintenance to Oswego Township's data,
- c. To update Oswego Township's GIS data throughout Oswego Township's Service Area,
- d. To permit Kendall County GIS staff to attend training for GIS systems, provided Oswego Township and Kendall County pre-approve the training, the training schedule, and all training and related travel expenses.
- e. To provide GIS services outlined in Paragraphs 2a-d above for Oswego Township's special service projects, when requested by Oswego Township, and upon receiving at least 60 calendar days prior notice of the need for Kendall County staff to support any non-emergency special service project.
- f. To track time spent performing services outlined above in Paragraph's 2-a-e and to generate a quarterly invoice for all Oswego Township approved GIS services.

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

- a. Any GIS support services provided by Kendall County must be pre-approved by Oswego Township and shall be billed to Oswego Township at a rate of \$60

per hour. Oswego Township shall make payments on quarterly invoices prepared by Kendall County staff.

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

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

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

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

4. Oswego Township understands and agrees that Kendall County maintains sole and absolute discretion whether to provide to Oswego Township the GIS support services listed in Paragraph 2. Oswego Township understands and agrees that Kendall County's ability to provide the GIS services listed in Paragraph 2 is contingent on Kendall County's maintaining sufficient

software, hardware, employees, licenses, subscriptions, services, and equipment. If Kendall County, in its sole discretion, determines it lacks sufficient software, hardware, employees, licenses, subscriptions, services, or equipment to provide any of the GIS services, Kendall County shall not be under any obligation to provide the GIS services nor shall Kendall County be obligated to maintain sufficient software, hardware, employees, license, subscriptions, services, and equipment. Kendall County shall make all decisions regarding the acquisition or hiring of all software, hardware, employees, licenses, subscriptions, services, and equipment.

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

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

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

b. In the event a party to this Agreement receives a request for the records of another party to this Agreement (whether by FOIA request, subpoena, court order, etc.), the party receiving the request shall respond to the request in accordance with the law and shall notify the other party so that it may assert whatever rights it may possess. To the



extent permitted by law, a party to this Agreement shall not release any of either party's records to a third party without the prior written approval of the party or as required pursuant to court order.

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

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

8. To the extent permitted by law, Oswego Township shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the Releasees may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the GIS support services Kendall County provides to Oswego Township. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in their defense shall not remove Oswego Township's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et

seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

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

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

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

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

*If to Oswego Township:* Oswego Township Supervisor  
99 Boulder Hill Pass  
Montgomery, Illinois 60538

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such

provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

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

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

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

**County of Kendall, Illinois**  
By: \_\_\_\_\_  
Chair, Kendall County Board

**Oswego Township**  
By: Joe West  
Oswego Township Supervisor

*Attest:*  
\_\_\_\_\_  
County Clerk

*Attest:*  
Kenneth Blum  
Township Clerk



## County of Kendall, Illinois

Resolution 2024-\_\_\_\_\_

### RESOLUTION

#### **Resolution granting authority to the County Administrator to purchase vehicles for Kendall Area Transit on behalf of the Kendall County Board**

WHEREAS, Kendall County intends to acquire two previously owned fourteen-passenger buses for the use of Kendall Area Transit.

WHEREAS, Kendall Area Transit engages the services of Commercial Bus and Vehicles, LLC for bus brokerage.

WHEREAS, Kendall County intends to acquire these buses utilizing local funds, namely the Kendall Area Transit Fund.

WHEREAS, in light of the limited availability of used buses and the resulting limited time to complete the purchase when a bus is available, the Kendall County Board grants the Kendall County Administrator spending authority of up to \$80,000 for the acquisition of two used buses.

WHEREAS, the Kendall County Board recognizes the Kendall County Administrator, as an official appointed by the County Board, is the county officer best situated to determine if and when it is appropriate for Kendall County to purchase vehicles for Kendall Are Transit.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, AS FOLLOWS:

The Kendall County Board hereby grants the Kendall County Administrator authority to approve the purchase of two used buses through Commercial Bus and Vehicles, LLC for a total amount not to exceed \$80,000 without further action by the Kendall County Board and the authority to bind Kendall County for such purchases.

The authority herein granted to the Kendall County Administrator will continue for one year after the date of adoption of this Resolution or until both buses have been purchased, whichever occurs first. The County Board may revoke the authority granted to the Kendall County Administrator at any time, with a majority vote of the County Board.

Approved and adopted by the County Board of Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Board Chairman Signature:

Attest:

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Matt Kellogg, Chairman  
Kendall County Board

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Debbie Gillette  
County Clerk



# Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 9/17/2024  
**Subject:** Pipeline Depth Regulations  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of Petition 24-17, A Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance Pertaining to Pipeline Depth

**Previous Board/Committee Review:**

ZPAC – Approval (9-0-1) on July 2, 2024

Comprehensive Land Plan and Ordinance Committee – Forward to the Regional Planning Commission (6-0-3) on July 24, 2024

Kendall County Regional Planning Commission – Forward the Proposal to the Zoning Board of Appeals (6-0-4) on July 24, 2024

Kendall County Zoning Board of Appeals – Approval (6-0-1) on July 29, 2024

Planning, Building and Zoning Committee – Approval (3-0-2) on September 9, 2024

**Fiscal impact:**

N/A

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**Background and Discussion:**

TC Energy’s ANR Pipeline is purposing a pipeline project in Kendall County; to date, they have not submitted an official application.

Concerns have been raised regarding the proposed pipeline depth and the existing pipeline depth requirements currently in the Kendall County Zoning Ordinance; TC Energy has indicated that they intend to follow Kendall County’s regulations. The current regulations are as follows in Section 6:07 of the Kendall County Zoning Ordinance; these regulations are the standard regulations found in Agricultural Impact Mitigation Agreements:

A. Pipeline Depth

1. Except for above ground piping facilities, such as mainline block valves, tap valves, meter stations, etc., the pipeline will be buried with:

- a. A minimum of five (5) feet of top cover where it crosses cropland.
  - b. A minimum of five (5) feet of top cover where it crosses pastureland or other agricultural land comprised of soils that are classified by the USDA as being prime soils.
  - c. A minimum of three (3) feet of top cover where it crosses pastureland and other agricultural land not comprised of prime soils.
  - d. A minimum of three (3) feet of top cover where it crosses wooded/brushy land or other sensitive areas.
  - e. Substantially the same top cover as an existing parallel pipeline, but not less than three (3) feet, where the route parallels an existing pipeline within a 100-foot perpendicular offset.
2. Notwithstanding the foregoing, in those areas where rock is in its natural formation and/or a continuous stratum of gravel exceeding 200 feet in length are encountered, the minimum cover will be 30 inches.

The proposal increases the pipeline depths to five feet (5') or sixty inches (60") of top cover in all cases.

The record for the Petition can be found here, <https://www.kendallcountyil.gov/home/showpublisheddocument/30615/638584484777630000>.

**Staff Recommendation:**

Approval

**Attachments:**

Draft Ordinance

**ORDINANCE NUMBER 2024-\_\_\_\_\_**

**TEXT AMENDMENTS PERTAINING TO THE REGULATION OF PIPELINE DEPTH IN THE  
KENDALL COUNTY ZONING ORDINANCE**

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

WHEREAS, on or about November 20, 2001, through Ordinance 2001-33, the Kendall County Board established regulations pertaining to pipeline depth in the Kendall County Zoning Ordinance; and

WHEREAS, the Kendall Planning, Building and Zoning Committee, hereinafter be referred to as “Petitioner”, desires to increase the minimum amount of top cover for pipelines; and

WHEREAS, on June 10, 2024, the Petitioner submitted text amendments to the Kendall County Zoning Ordinance amending the regulations for pipeline depth by setting a minimum of five feet of top cover for all pipelines in Kendall County; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on July 4, 2024, the Kendall County Zoning Board of Appeals conducted a public hearing on July 29, 2024, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested text amendments and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the text amendments on July 29, 2024; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing, and has forwarded to the Kendall County Board a recommendation approval of the requested text amendments; and

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

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

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: Section 6:07.A of the Kendall County Zoning Ordinance is hereby amended by deleting the present text and replacing it with the following:
  - “A. Pipeline Depth
    1. Except for above ground piping facilities, such as mainline block valves, tap valves, meter stations, etc., the pipeline will be buried with:
      - a. A minimum of five (5) feet of top cover where it crosses cropland.



b. A minimum of five (5) feet of top cover where it crosses pastureland or other agricultural land comprised of soils that are classified by the USDA as being prime soils.

c. A minimum of five (5) feet of top cover where it crosses pastureland and other agricultural land not comprised of prime soils.

d. A minimum of five (5) feet of top cover where it crosses wooded/brushy land or other sensitive areas.

e. Substantially the same top cover as an existing parallel pipeline, but not less than five (5) feet, where the route parallels an existing pipeline within a 100-foot perpendicular offset.

2. Notwithstanding the foregoing, in those areas where rock is in its natural formation and/or a continuous stratum of gravel exceeding 200 feet in length are encountered, the minimum cover will be sixty (60) inches.”

III. Any text contained in the Kendall County Zoning Ordinance in conflict with this Ordinance is hereby amended to reflect the change in topsoil requirements.

*IN WITNESS OF*, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 17<sup>th</sup> day of September, 2024.

Attest:

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

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



# Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 9/17/2024  
**Subject:** Building Permit Fee Amendment for Disabled Veterans and Caretakers of Veterans  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of Petition 24-19, a Request from the Kendall County Planning, Building and Zoning Department for an Amendment to Ordinance 2019-39 Pertaining to Building Permit Application fees for Disabled Veterans and Caretakers of Disabled Veterans

**Previous Board/Committee Review:**

Planning, Building and Zoning Committee – Forward (3-0-2) on September 9, 2024

**Fiscal impact:**

Unknown because the Department has not previously tracked permitting information for disabled veterans

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**Background and Discussion:**

On January 1, 2025, Public Act 103-0621, formerly SB 2751, will become effective.

This Act prevents counties from charging building permit fees to disabled veterans and caretakers of disabled veterans for improvements to residences required to accommodate a veteran's disability. A county can still require building permits for these types of improvements. The Act requires a county to require proof of veteran status and requires an applicant to attest to the fact that the improvement is required to accommodate the veteran's disability.

**Staff Recommendation:**

Approval

**Attachments:**

Draft Ordinance

State of Illinois  
County of Kendall

**ORDINANCE # 2024-\_\_\_\_\_**  
**ORDINANCE AMENDING ORDINANCE 2019-39 PERTAINING TO BUILDING**  
**CODES BY AMENDING THE BUILDING PERMIT FEES FOR VETERANS WITH**  
**DISABILITIES OR THE VETERAN’S CAREGIVER**

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

*WHEREAS*, Public Act 103-621, formerly Senate Bill 2751, effective January 1, 2025, requires counties to cease charging building permit fees to veterans with a disability or the veteran’s caregiver for improvements to the residence of the veteran with a disability if the improvements are required to accommodate a disability of the veteran provided proof of veteran status and an attestation to the fact that the improvements to the residence are required to accommodate the veteran’s disability are provided to the county; and

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

1. Ordinance 2019-39 is amended by adding the following language to the end of Section 10 – Fees:

“Fees for Veterans with a Disability or the Veteran’s Caregiver

A veteran with a disability or the veteran’s caregiver shall not be charged a building permit fee for improvements to the residence of the veteran with a disability if the improvements are required to accommodate a disability of the veteran provided that proof of veteran status and a notarized affidavit on the form prepared by the County attesting to the fact that the improvements to the residence are required to accommodate the veteran’s disability are included with the building permit application.”

2. Any ordinances in conflict with this ordinance are hereby repealed.

*IN WITNESS OF*, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 17<sup>th</sup> day of September, 2024.

Attest:

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

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



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 9/17/2024  
**Subject:** Approval of Petition 24-27, Plat of Vacation of Utility and Drainage Easements at 5862 and 5834 Championship Court  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of Petition 24-27, A Request from Steve W. Jeffers on Behalf Revolution Investments, LLC for Approval of a Plat of Vacation of a Ten Foot Drainage and Utility Easement at the Common Lot Lines of Lots 110 and 111 of Whitetail Ridge Subdivision also Known as 5862 and 5834 Championship Court, Yorkville (PINs: 06-07-374-004 and 06-07-374-005) in Na-Au-Say Township; Properties are Zoned RPD-2

**Previous Board/Committee Review:**

ZPAC – Approval (7-0-3) on September 3, 2024

Planning, Building and Zoning Committee – Approval (3-0-2) on September 9, 2024

**Fiscal impact:**

N/A

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**Background and Discussion:**

The Petitioner would like to vacate the easement between the two (2) properties in order to build a house over the common lot line.

WBK Engineering, the Homeowners' Association and all of the utilities have reviewed the proposal and expressed no opposition.

**Staff Recommendation:**

Approval with Conditions

**Attachments:**

Draft Ordinance

ORDINANCE NUMBER 2024-\_\_\_\_\_

**APPROVING A PLAT OF VACATION OF TWO FIVE FOOT DRAINAGE AND UTILITY EASEMENTS ON THE COMMON BOUNDARY LINES OF LOTS 110 AND 111 OF WHITETAILED RIDGE SUBDIVISION MORE COMMONLY KNOWN AS 5862 AND 5834 CHAMPIONSHIP COURT YORKVILLE AND IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 06-07-374-004 AND 06-07-374-005 IN NA-AU-SAY 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 110 and 111 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 June 6, 2024, Revolution Investments, LLC, as represented by Steve W. Jeffers, hereinafter referred to as “Petitioner”, acquired ownership of Lots 110 and 111 of Whitetail Ridge Subdivision and the property presently identified by Parcel Identification Numbers 06-07-374-004 and 06-07-374-005; and

*WHEREAS*, on or about August 20, 2024, Petitioner’s Attorney 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 110 and 111 of Whitetail Ridge Subdivision; and

*WHEREAS*, a registered surveyor or engineer has prepared said plat and the plat meets the requirements listed under Section 7.06.C of the Kendall County Subdivision Control Ordinance; and

*WHEREAS*, on September 3, 2024, the Kendall County Zoning, Platting and Advisory Committee reviewed this petition and has forwarded to the Kendall County Board a recommendation of approval of the requested plat of vacation; and

*WHEREAS*, on September 9, 2024, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board 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*, on September 17, 2024, the Kendall County Board 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 a plat of vacation of the easements legally described in Exhibit A attached hereto and shown on the site plan attached hereto as Exhibit B.
2. Lots 110 and 111 of Whitetail Ridge Subdivision shall not be sold as individual lots upon the successful recording of Exhibit B. Within ninety (90) days of the effective date of this ordinance, the Petitioners shall submit a parcel consolidation request to Kendall County.
3. One (1) single-family residence may be constructed on Lots 110 and 111 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 17<sup>th</sup> day of September, 2024.

Attest:

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

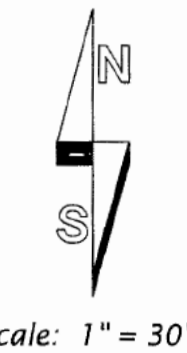
\_\_\_\_\_  
Kendall County Board Chairman  
Matt Kellogg

Exhibit A

LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:

THE SOUTHWESTERLY 5.0 FEET OF LOT 111 (EXCEPT THE SOUTHEASTERLY 10.0 FEET AND THE NORTHWESTERLY 15.0 FEET THEREOF) AND THE NORTHEASTERLY 5.0 FEET OF LOT 110 (EXCEPT THE SOUTHEASTERLY 10.0 FEET AND THE NORTHWESTERLY 15.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7 EAST, PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8 EAST, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS

**PLAT OF EASEMENT RELEASE  
PART OF LOTS 110 AND 111 WHITETAIL RIDGE  
KENDALL & NA-AU-SAY TOWNSHIPS KENDALL COUNTY ILLINOIS**



Scale: 1" = 30'

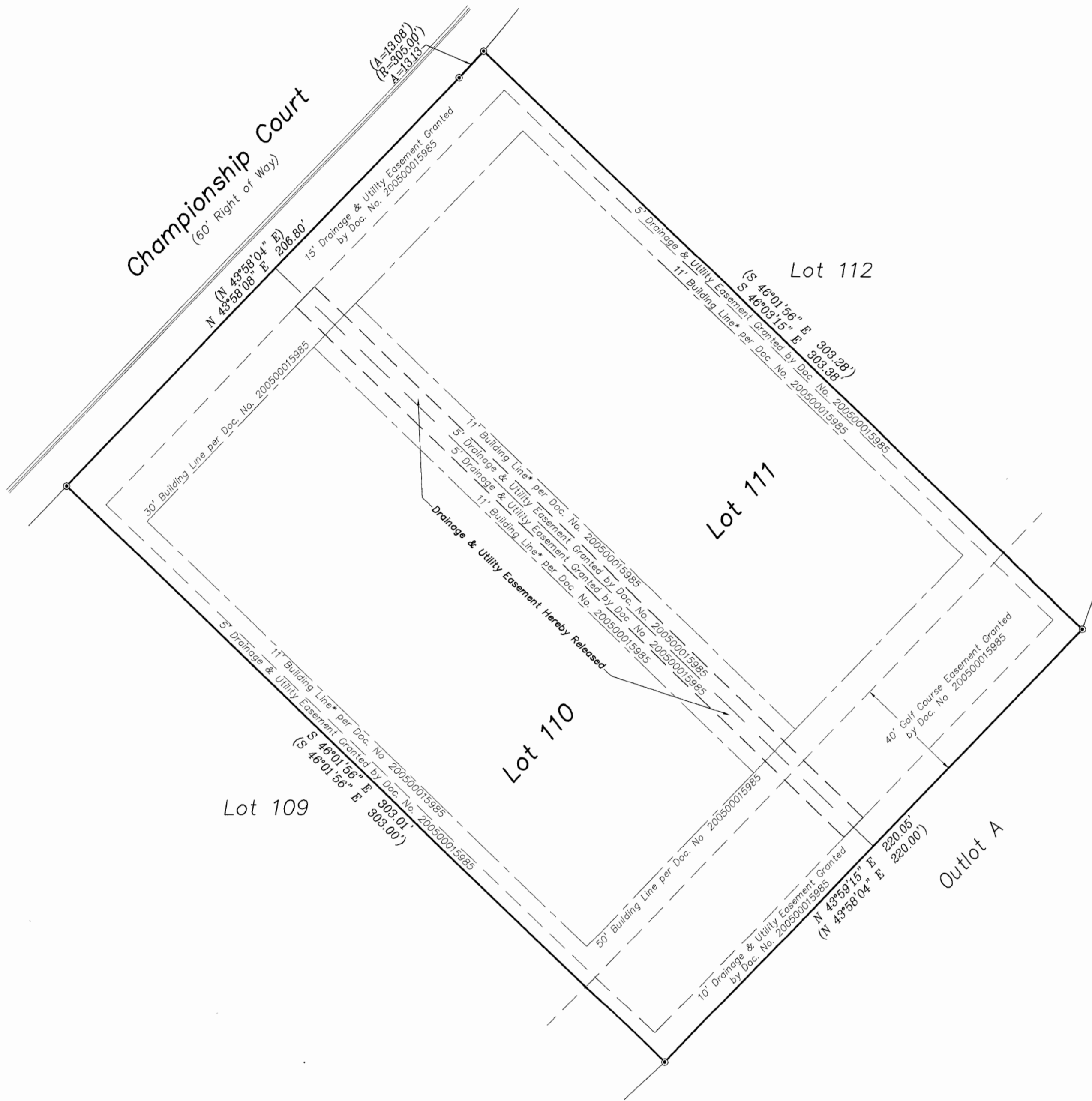
PROPERTY LOCATION:

PIN: 06-07-374-004  
06-07-374-005

5834 & 5862 CHAMPIONSHIP COURT  
YORKVILLE, ILLINOIS 60560

**SURVEYOR'S NOTE:**

• 10% OF LOT WIDTH



COMMONWEALTH EDISON COMPANY

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

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

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

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

AT&T

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

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

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

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

COMCAST

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

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

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

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

NICOR

THE RELEASE OF THE EASEMENTS SHOWN HEREON ARE APPROVED AND ACCEPTED,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

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

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

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

**\*\*SURVEYOR'S NOTE:**  
SIDEYARD SETBACK LINES ARE 10' OR 10% OF WIDTH PER DETAIL ON WHITETAIL RIDGE SUBDIVISION PLAT.

**LEGAL DESCRIPTION OF EASEMENT TO BE RELEASED:**

THE SOUTHWESTERLY 5.0 FEET OF LOT 111 (EXCEPT THE SOUTHEASTERLY 10.0 FEET AND THE NORTHWESTERLY 15.0 FEET THEREOF) AND THE NORTHEASTERLY 5.0 FEET OF LOT 110 (EXCEPT THE SOUTHEASTERLY 10.0 FEET AND THE NORTHWESTERLY 15.0 FEET THEREOF) ALL IN WHITETAIL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, PART OF SECTION 7, TOWNSHIP 36, RANGE 8, AND PART OF THE FORMER WAISH-KEE-SHAW RESERVATION, IN KENDALL AND NA-AU-SAY TOWNSHIPS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NO. 200500015985, IN KENDALL COUNTY, ILLINOIS.

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS ) ) SS  
COUNTY OF KENDALL )

THIS IS TO CERTIFY THAT WE, \_\_\_\_\_ AND \_\_\_\_\_ ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, AND DO WILLINGLY ACCEPT AND APPROVE THE EASEMENT RELEASE DESCRIBED HEREON.

DATED AT \_\_\_\_\_ ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

\_\_\_\_\_  
(OWNER'S NAME)

\_\_\_\_\_  
(OWNER'S NAME)

**COUNTY BOARD CERTIFICATE**

STATE OF ILLINOIS ) ) SS  
COUNTY OF KENDALL )

APPROVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

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

\_\_\_\_\_  
COUNTY CLERK

**COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS ) ) SS  
COUNTY OF KENDALL )

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, AFORESAID,

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

A.D. 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M.

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

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS ) ) SS  
COUNTY OF KENDALL )

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY STATE THAT WE HAVE PREPARED THIS PLAT OF EASEMENT RELEASE FOR THE PROPERTY DESCRIBED HEREON.

DATED AT YORKVILLE, ILLINOIS ON JULY 31, 2024.

ERIC POKORNY P.L.S. NO. \_\_\_\_\_

**NOTARY'S CERTIFICATE**

STATE OF ILLINOIS ) ) SS  
COUNTY OF KENDALL )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, TO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR USES AND PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

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

MY COMMISSION EXPIRES \_\_\_\_\_

**Legend**

- =Found 3/4" Dia. Iron Pipe
- ⊙=Found 1/2" Dia. Iron Rod
- ⊙=Found 5/8" Dia. Iron Rod
- (XXX)= Record Distance
- XXX= Measured Distance
- N= North E= East
- S= South W= West
- R= Radius A= Arc Length
- \*---\*--- Fence
- = Concrete/Asphalt

Michel C. Ensalaco, P.L.S. Exp. 11/30/2024  
Eric C. Pokorny, P.L.S. Exp. 11/30/2024

**TODD SURVEYING**  
Professional Land Surveying Services  
"Cornerstone Surveying PC"  
759 John Street, Suite D  
Yorkville, IL 60560  
Phone: 630-892-1309

Survey is only valid if original seal is shown in red.

Client: Revolution Builders

Book # sheets Drawn By: JG:JH [Plat # 7249]

Reference:

Field Work Completed: 7/18/2024

Rev. Date Rev. Description:

Project Number:

2024-0533 Release





# Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 9/17/2024  
**Subject:** Agreement with Teska Associates, Inc. for Planning Services  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

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 Consultant Line Item (11001902-63630)

**Previous Board/Committee Review:**

Planning, Building and Zoning Committee – Approval (3-0-2) on September 9, 2024

**Fiscal impact:**

Maximum \$175 Per Hour

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**Background and Discussion:**

Teska Associates, Inc. has been Kendall County's Planning Consultant for the last twenty plus (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 costs and scope of work are the same as the 2023-2024 contract.

Mike Hoffman is the assigned Staff member from Teska Associates, Inc. If Mike is unavailable, the contract would need to be amended.

**Staff Recommendation:**

N/A

**Attachments:**

Proposed Contract

AGREEMENT BETWEEN  
**KENDALL COUNTY**  
**AND**  
**TESKA ASSOCIATES, INC.**

This AGREEMENT made and entered into this \_\_\_\_\_ day of September, 2024 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. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included.

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 further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

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 a court of competent jurisdiction in the State of Illinois.

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.

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

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT harmless from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under 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:

Commercial General Liability

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

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. This effort may 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 may, at the request of the CLIENT, 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.

#### 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 HIGHWAY DEPARTMENT**  
**5-YEAR SURFACE TRANSPORTATION PROGRAM**  
**2025 - 2029**

*Revised 9/17/24*

	<b>ROAD</b>	<b>DESCRIPTION</b>	<b>LIMITS</b>	<b>TOTAL ESTIMATE</b>	<b>FUNDING</b>	<b>YEAR</b>	<b>NOTES</b>
1	Fox River Drive	Construction	Johnson Street Reconstruction	\$2,250,000	Trans. Sales Tax	2025	Fall 2024 Letting
2	Caton Farm Road	Bridge Replacement	Caton Farm Road over Aux Sable Creek	\$2,500,000	TST & Co. Bridge	2025	Fall 2024 Letting
3	Township Bridge	Bridge Replacement	Wheeler Rd over Middle Aux Sable Creek	\$750,000	State / Co. / Twp.	2025	80 / 10 / 10 Split
4	Orchard Road	Construction	Gates Creek Watershed Improvement	\$500,000	Trans. Sales Tax	2025	Spring Letting
5	County Highways	HMA Resurfacing	Grove Rd / Caton Farm Rd / Others	\$3,000,000	Motor Fuel Tax	2025	Spring Letting
6	County Highways	Safety Improvements	Various Locations	\$300,000	Motor Fuel Tax	2025	Spring Letting
7	Various	Signal Pre-emption	Various Locations	\$330,000	Trans. Sales Tax	2025	Spring Letting
8	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2025	
9	Fox River Drive	Construction Engineering	Johnson Street Reconstruction	\$230,000	Trans. Sales Tax	2025	PE 3 - EEI
10	Ridge Road	PE & Land Acquisition	4-Lane Section - Holt Road to Black Road	\$2,000,000	Trans. Sales Tax	2025	PE 2 & Land Acq.
11	Orchard Road	Engineering	Gates Creek Watershed Improvement	\$60,000	Trans. Sales Tax	2025	PE 3 - HR Green
12	Ridge Road	Phase 1 Engineering	4-Lane Section - CFR to Plainfield Rd	\$500,000	Trans. Sales Tax	2025	PE 1
13	Galena Road	Preliminary Engineering	Left Turn Bypass Lane at Rock Creek Rd	\$75,000	Trans. Sales Tax	2025	PE 1 & PE 2
14	Galena Road	Preliminary Engineering	Roundabout at Little Rock Rd Intersection	\$150,000	Trans. Sales Tax	2025	PE 1
15	Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	\$12,500,000	Fed / State / Local	2026	TST Bond Issue Likely
16	Galena Road	Construction	Left Turn Bypass Lane at Rock Creek Rd	\$300,000	Trans. Sales Tax	2026	Spring Letting
17	Grove Road	Construction	Traffic Signal at Ill. Rte. 126	\$200,000	MFT	2026	IDOT Lead Agency
18	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2026	Spring Letting
19	County Highways	Safety Improvements	Various Locations	\$300,000	Motor Fuel Tax	2026	
20	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2026	
21	Ridge Road	Phase 1 Engineering	4-Lane Section - CFR to Plainfield Rd	\$750,000	Trans. Sales Tax	2026	PE 1
22	Galena Road	PE & Land Acquisition	Roundabout at Little Rock Rd Intersection	\$150,000	Trans. Sales Tax	2026	PE 2 & Land Acq.
23	Grove Road	Preliminary Engineering	Roundabout at Caton Farm Rd Intersection	\$100,000	Trans. Sales Tax	2026	PE 1
24	Orchard Road	Preliminary Engineering	Widen Orchard Bridge over Fox to 4 lanes	\$500,000	TST / Co. Bridge	2026	PE 2
25	Township Bridge	Preliminary Engineering	Reservation Road	\$100,000	Co. / Twp.	2026	50 / 50 split





**KENDALL COUNTY HIGHWAY DEPARTMENT**  
**5-YEAR SURFACE TRANSPORTATION PROGRAM**  
**2025 - 2029**

*Revised 9/17/24*

	<b>ROAD</b>	<b>DESCRIPTION</b>	<b>LIMITS</b>	<b>TOTAL ESTIMATE</b>	<b>FUNDING</b>	<b>YEAR</b>	<b>NOTES</b>
26	Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	\$12,500,000	Fed / State / Local	2027	\$25 million total
27	Galena Road	Construction	Roundabout at Little Rock Rd Intersection	\$750,000	Trans. Sales Tax	2027	
28	Township Bridge	Bridge Replacement	Reservation Road	\$1,000,000	State / Co. / Twp.	2027	80 / 10 /10 Split
29	County Highways	HMA Resurfacing	Various Locations TBD	\$3,000,000	Motor Fuel Tax	2027	Spring Letting
30	County Highways	Safety Improvements	Various Locations	\$300,000	Motor Fuel Tax	2027	
31	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2027	
32	Ridge Road	PE & Land Acquisition	4-Lane Section - CFR to Plainfield Rd	\$750,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
33	Grove Road	Preliminary Engineering	Roundabout at Caton Farm Rd Intersection	\$500,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
34	Grove Road	Construction	Intersection Improvement at Route 52	\$100,000	Trans. Sales Tax	2027	IDOT Lead Agency
35	Orchard Road	Preliminary Engineering	Widen Orchard Bridge over Fox to 4 lanes	\$500,000	TST / Co. Bridge	2027	PE 2
36	Walker Road	Preliminary Engineering	Realignment east of Fox River Drive	\$350,000	Trans. Sales Tax	2027	PE 1
37	Plainfield Road	Preliminary Engineering	Intersection Improvements-Schlapp/Collins	\$200,000	Trans. Sales Tax	2027	
38	Grove Road	Preliminary Engineering	Intersection Improvement at Reservation Rd	\$100,000	Trans. Sales Tax	2027	PE 1
39	Little Rock Road	PE & Land Acquisition	Roundabout at Creek Rd Intersection	\$100,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
40	Galena Road	Preliminary Engineering	3-Lane Section Rte 47 to Orchard Rd	\$500,000	Trans. Sales Tax	2027	PE 1
41	Orchard Road	Construction	Widen Orchard Bridge over Fox to 4 lanes	\$5,000,000	Fed / State / Local	2028	
42	Grove Road	Construction	Roundabout at Caton Farm Rd Intersection	\$750,000	Trans. Sales Tax	2028	
43	Little Rock Road	Construction	Roundabout at Creek Rd Intersection	\$750,000	Trans. Sales Tax	2028	
44	County Highways	HMA Resurfacing	Various Locations TBD	\$3,000,000	Motor Fuel Tax	2028	Spring Letting
45	County Highways	Safety Improvements	Various Locations	\$300,000	Motor Fuel Tax	2028	
46	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2028	
47	Ridge Road	PE & Land Acquisition	4-Lane Section - CFR to Plainfield Rd	\$1,000,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
48	Walker Road	PE & Land Acquisition	Realignment east of Fox River Drive	\$600,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
49	Plainfield Road	PE & Land Acquisition	Intersection Improvements-Schlapp/Collins	\$300,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
50	Grove Road	PE & Land Acquisition	Intersection Improvement at Reservation Rd	\$150,000	Trans. Sales Tax	2028	PE 2 & Land Acq.



**KENDALL COUNTY HIGHWAY DEPARTMENT**  
***5-YEAR SURFACE TRANSPORTATION PROGRAM***  
**2025 - 2029**

*Revised 9/17/24*

	<b>ROAD</b>	<b>DESCRIPTION</b>	<b>LIMITS</b>	<b>TOTAL ESTIMATE</b>	<b>FUNDING</b>	<b>YEAR</b>	<b>NOTES</b>
51	Galena Road	PE & Land Acquisition	3-Lane Section Rte 47 to Orchard Rd	\$500,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
52	Township Bridge	Preliminary Engineering	TBD	\$100,000	Co. / Twp.	2028	50 / 50 split
53	Ridge Road	Construction	4-Lane Section - CFR to Plainfield Rd	\$25,000,000	Fed / State / Local	2029	\$ Sources Unknown
54	Walker Road	Construction	Realignment east of Fox River Drive	\$3,500,000	Trans. Sales Tax	2029	
55	Plainfield Road	Construction	Intersection Improvements-Schlapp/Collins	\$2,000,000	Trans. Sales Tax	2029	
56	Grove Road	Construction	Intersection Improvement at Reservation Rd	\$1,000,000	Trans. Sales Tax	2029	
57	Township Bridge	Bridge Replacement	TBD	\$750,000	State / Co. / Twp.	2029	80 / 10 /10 Split
58	County Highways	HMA Resurfacing	Various Locations TBD	\$3,000,000	Motor Fuel Tax	2029	Spring Letting
59	County Highways	Safety Improvements	Various Locations	\$300,000	Motor Fuel Tax	2029	
60	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2029	
61	Galena Road	PE & Land Acquisition	3-Lane Section Rte 47 to Orchard Rd	\$500,000	Trans. Sales Tax	2029	PE 2 & Land Acq.

**5-Year Total: \$99,945,000**

*\* Includes \$20 Million unsecured funding for Ridge Road - Caton Farm Rd. to Plainfield Rd.*

**Estimated Grants & Funds by Others: \$14,275,000**

**Total Estimated County Funds: \$85,670,000**

*\* May be reduced by \$20 million if other grant funds can be found.*

**BUSINESS ASSOCIATE AGREEMENT**  
**KENDALL COUNTY, ILLINOIS**

**Definitions**

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Kendall County Jail.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

#### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

## Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

## Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

- (c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.
- (e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.
- (g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- (i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.
- (j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective upon the date of the last signature hereto.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

ADVANCED CORRECTIONAL HEALTHCARE, INC.

KENDALL COUNTY JAIL

\_\_\_\_\_  
 Jessica K. Young, Esq., CCHP-A  
 President & Chief Executive Officer

\_\_\_\_\_  
 Sheriff

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com)

**AGREEMENT FOR THE MANAGEMENT OF THE  
CORRECTIONAL HEALTH CARE CONTRACT  
KENDALL COUNTY, ILLINOIS**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Kendall, located in the State of Illinois, through the Kendall County Sheriff in their official capacity (hereinafter referred to as “county”), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as “ACH”), a Tennessee corporation.

**ARTICLE 1:  
ACH**

- 1.1 BIOMEDICAL WASTE DISPOSAL. The county will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 CO-PAY. Patients will be seen by the health care team regardless of their ability to pay.
- 1.3 DENTAL CARE. ACH will coordinate dental triage screenings. The county will pay for all costs associated with dental care.
- 1.4 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH’s prescriber, cause the patient’s health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.6 MEDICAID. ACH will not be responsible for setting up Medicaid for inpatient hospital stays.
- 1.7 MEDICAL CLAIMS RE-PRICING. Upon the county’s request, ACH will have the county’s medical claims re-priced. Once claims are received, the applicable discount will be calculated (if any) and the integrity of the claim will be confirmed prior to returning the claim to the county for payment. The county agrees to pay ACH \$17/claim. The county agrees to pay ACH in accordance with the provisions of the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
- 1.8 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county’s request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.
- 1.9 MEDICAL SUPPLIES (DISPOSABLE). The county will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips.

- 1.10 MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.
- 1.11 MOBILE SERVICES. Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 1.12 MORTALITY AND MORBIDITY REVIEW. The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), such as Minn. Stat. 241.021 (or any similar act or amendment of that act), (b) that ACH cannot perform such reviews, and (c) that the cost of such reviews will be borne by the County.
- 1.13 OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.13.1 FACE-TO-FACE WELLNESS CHECKS. Upon the facility's request, ACH will coordinate a QMHP at the rate of \$175 per hour (with a minimum of 1 hour per visit). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.14 OFF-SITE SERVICES. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. Health care professionals have the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.15 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.16 PHARMACEUTICALS. The county will pay for pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. Health care professionals have the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be



addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

- 1.17 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county workers, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 1.18 PRISON RAPE ELIMINATION ACT OF 2003 (PREA).
  - 1.18.1 MEDICAL SPECIALTY TRAINING. Upon the county's request, Spark Training, LLC will provide annual PREA medical specialty training for medical and mental health team members. (This training is in addition to the annual PREA training that is already required.) This training is usually presented electronically as a specialized track for medical and mental health team members, covering topics such as evidence collection and emotional support post-incident. Proof of this training is specifically requested by PREA auditors.
  - 1.18.2 VICTIM ADVOCACY. The facility has designated Freedom Behavioral Health, Inc. to provide post-incident victim advocacy as required in PREA Standard 115.21, and outside confidential support services as required in PREA Standard 115.53. Upon the county's request, Freedom Behavioral Health, Inc. will provide a qualified mental health professional ("QMHP") (minimum Master's level) at the rate of \$175 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given.
- 1.19 STAFFING.
  - 1.19.1 CANCELATIONS. If the county cancels a worker with less than 24 hours' notice prior to the start of the worker's shift, then the county agrees to pay for the worker's shift.
  - 1.19.2 QUALIFICATIONS: All services provided by ACH, its employees, and contractors shall be carried out by competent and properly trained personnel holding any license or certification required by state, federal, or local law for the service provided.
  - 1.19.3 CREDITS. ACH pays its people well based on several factors including but not limited to experience in correctional healthcare. Therefore, ACH will not issue credits for differences in licensure; i.e., nurse practitioner vs. M.D., LPN vs. RN, etc. (For example, nurse practitioners are not necessarily paid less than M.D.s; LPNs are not necessarily paid less than RNs, etc.)
  - 1.19.4 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), workers are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the worker to be "on call" during meal break(s) so that they may respond to an emergency, then the worker is considered to be "on duty" and the meal break(s) will be paid for by the county.
  - 1.19.5 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed (estimate

1.5 hours). We estimate (but do not limit) the number of hours per week of onsite time. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). A prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For onsite visits that fall on holidays, paid time off, or sick time, coverage will be provided by telephone only. Prescriber time is not credited back because they're on-call 24/7/365.

1.19.6 NURSING. ACH will provide on-site RN (registered nurse) coverage for 56 hours per week. There will be coverage on holidays, paid time off, and sick time. For absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular position). When approved by the Sheriff or designee, the county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). ACH does not and will not put nurses on-call.

1.19.7 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility's request, ACH will coordinate an on-call QMHP at the following rates (which may increase annually) (minimum 1 hour increments):

	<b>If not contracted for an onsite QMHP</b>	<b>If contracted for an onsite QMHP</b>
<b>In-person (face to face)</b>	\$300/hr	\$200/hr
<b>Telehealth</b>	\$175/hr	\$150/hr

1.19.8 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide on-site QMHP coverage for 8 hours per week, with the exception of holidays, paid time off, or sick time, which will not be covered, replaced, or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular position). When approved by the Sheriff or designee, the county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker).

1.19.9 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.

- 1.19.10 TRAINING HOURS. Workers may receive all kinds of training, including but not limited to coaching, instructor-led training, job skills training, leadership training, management training, on-the-job training, orientation training, technology training (such as electronic medical records), safety training (such as OSHA), simulation training, and/or soft skills training. Those trainings may be annual, as-needed, face-to-face, formal, informal, ongoing, online, onsite, regularly scheduled, and/or virtual. Training hours are paid time and may result in hours overages, and the county agrees to pay those overages. The county will not pay for offsite training hours, such as attending a conference, unless the county is requiring the worker to attend (in which case the county will pay for the worker's overages, registration fee, travel expenses, etc.).
- 1.20 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies.
- 1.21 BACKGROUND CHECKS/SECURITY. ACH shall exercise general and overall control of its officers, employees and/or agents. ACH agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of ACH, ACH's consultants, subcontractors and their respective officers, employees, agents and assigns unless ACH has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, to the extent permitted by law, ACH agrees that the individual shall not be assigned to perform work at Kendall County's facilities absent prior written consent from the Kendall County Sheriff. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require ACH and/or ACH's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

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

## **ARTICLE 2:** **THE COUNTY**

- 2.1 ASQ SUICIDE PREVENTION TOOL. The county agrees to implement the nationally validated ASQ suicide prevention tool for use by the security team, as appropriate. For example, it's the county's responsibility to screen patients returning from court, as

appropriate. Upon the county's request, ACH will coordinate the training.

- 2.2 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.
- 2.3 CARDIOPULMONARY RESUSCITATION (CPR) TRAINING. The duty to train the officer(s) is and always remains vested in and the responsibility of the county. ACH cannot be liable for failure to train correctional officers. For an additional fee, ACH may provide CPR training for officer(s). ACH will not pay for CPR cards for county workers.
  - 2.3.1 LUCAS CHEST COMPRESSION SYSTEM (or similar). The decision to purchase, provide, inspect, and maintain the facility's LUCAS device is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to LUCAS devices. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of a LUCAS device and/or defective and/or non-working LUCAS device in the facility.
- 2.4 COUNTY'S POLICIES & PROCEDURES. As with training, the facility is responsible for its health care policies and procedures. It is the correctional facility's responsibility, not ACH's responsibility, to have health care policies and procedures in place per state law. For example, jails without health care contract management vendors are still required by state law to have health care policies and procedures. As such, the existence, maintenance, review, and/or approval of the correctional facility's health care policies and

procedures are not ACH's responsibility. All health care policies and procedures will at all times remain the property of the county and will remain at the facility.

- 2.4.1 AMERICAN CORRECTIONAL ASSOCIATION (ACA) / CALEA / NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE (NCCHC) / NATIONAL INSTITUTE FOR JAIL OPERATIONS (NIJO) / LEXIPOL POLICY TEMPLATES: Policy and procedure templates are not site-specific. Policy and procedure templates are guidelines, not inflexible rules; they are not intended to establish a standard of medical care; nor are they a substitute for common sense. Each situation should be addressed on a case-by-case basis.
- 2.4.2 ACH does not have health care policies and procedures because every state and each correctional facility are different. ACH manages contracts with health care professionals who are able to exercise independent medical judgment based upon their education, training, and experience. Health care professionals have the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. ACH does not have standing orders. ACH does not have a formulary.
- 2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. For example, supervision of patients on suicide watch is the county's responsibility. For example, monitoring and/or observation of patients (such as on camera) is the county's responsibility. This duty also extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.6 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.7 LICENSURE. It is the county's responsibility to hold the necessary certifications, licensures and permits (including but not limited to, and as appropriate: CLIA waiver, DEA registration for the physical location, hazardous waste disposal permits, medical clinic license, other lab licenses, pharmacy license, state-controlled substance registration, etc.).
- 2.8 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.
- 2.9 NALOXONE ("NARCAN"). The county agrees to purchase naloxone and have its security team trained in the administration of naloxone. Upon the county's request, ACH will coordinate the training.
- 2.10 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping

services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.

- 2.11 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.12 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.13 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in and the responsibility of the county. ACH cannot be liable for failure to train correctional officers. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.14 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, workers, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable the health care team to safely provide

the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's workers and independent contractors regarding security/background clearance.

- 2.15 WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our workers and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit workers or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any worker or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each worker or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

### **ARTICLE 3:** **COMPENSATION/ADJUSTMENTS**

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$338,667 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$28,222.25 to ACH during the term of this agreement. Both parties agree this is a fair and reasonable price. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

HOLIDAY/PTO/SICK CREDITS FROM 12/1/23-4/30/24. Holiday/PTO/sick

**coverage was provided for free (and unfilled hours were credited back to the county to show good faith). Effective 5/1/24, holiday/pto/sick coverage is included in this contract price. Unfilled hours will continue to be credited back to the county. For the time period of 12/1/23-4/30/24, the invoices will be corrected and prorated to reflect the credits the county received.**

- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the Consumer Price Index (CPI) for medical care: medical care services: hospital and related services or 7%, whichever is higher.

- 3.1.2 CREDITS. Any credits due will first be applied to any outstanding invoices.
- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 110. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.76 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.76 x 91)
- 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits of any kind (including but not limited to staffing credits) will be issued after 90 days.

**ARTICLE 4:**  
**TERM AND TERMINATION**

- 4.1 TERM. The term of this agreement will begin on December 1, 2023 at 12:01 A.M. and will continue in full force and effect until November 30, 2026 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 3-year periods unless either party gives 90 days' written notice prior to the end of a term.
- 4.2 TERMINATION: 90-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 90 days' advance written notice to the



other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the agreement.

**ARTICLE 5:**  
**GENERAL TERMS AND CONDITIONS**

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county worker, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, Drug Enforcement Administration, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new services be required, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.4 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.5 **EMAIL ACCOUNTS.** As a general rule, ACH will not provide frontline email accounts. If the county would prefer that ACH issue email accounts, then the county agrees to pay the additional costs for the licenses (i.e., in 2023, ~\$91/year per email account).
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, request(s) for proposals, request(s) for proposals responses, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.7 **CERTIFICATION.** ACH certifies that ACH, its parent companies, subsidiaries, and/or affiliates (if any) 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). ACH further certifies by signing the Contract documents that ACH, its parent companies, subsidiaries, and/or affiliates (if any) have not been convicted of, or

are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has ACH 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

- 5.8 EQUAL EMPLOYMENT OPPORTUNITY. ACH, 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, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. ACH, 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. ACH shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003..
- VENDOR INFORMATION REPORTING. In accordance with 35 ILCS 200/18-50.2, ACH shall notify Kendall County, in writing, (1) whether ACH or any of its subcontractors is a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.); and (2) whether ACH or any of its subcontractors holds any certifications for those categories or if they are self-certifying. If ACH or any of its subcontractors self-certifies, ACH shall notify Kendall County in writing whether ACH or its subcontractors vendor qualifies as a small business under federal Small Business Administration standards
- 5.9 EXCUSED PERFORMANCE. In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, epidemics, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.10 INDEMNITY. ACH shall indemnify, hold harmless and defend with counsel of county's own choosing, county, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities solely caused by ACH including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the agreement or ancillary documents solely caused by

ACH and any breach by solely caused ACH, its employees, and contractors, of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct solely caused by ACH, its employees, and contractors, in its performance under this agreement or the medical treatment or care provided by ACH, its employees, and contractors. 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 ACH'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.

- 5.11 **FILMING.** ACH does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: [Contracts@advancedch.com](mailto:Contracts@advancedch.com). ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project.
- 5.12 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.13 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Illinois (without reference to conflicts of laws principles).
- 5.14 **INDEPENDENT CONTRACTORS.** ACH may engage certain health care professionals as independent contractors.
- 5.15 **CONFLICT OF INTEREST.** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in ACH or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in ACH or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 5.16 **INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK).** ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.17 **NO GRANT OF RIGHTS.** Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.18 **NO RELATIONSHIP OR AUTHORITY.** The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does

not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent, nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program. ACH understands and agrees that ACH is solely responsible for paying all wages, benefits and any other compensation due and owing to ACH's officers, employees, agents, and contractors for the performance of services set forth in the agreement. ACH further understands and agrees that ACH is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ACH's officers, employees, agents, and/or contractors who perform services as set forth in the Agreement. ACH also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ACH, ACH's officers, employees, agents, and contractors and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of ACH, ACH's officers, employees, agents, and contractors. ACH hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that ACH, its officers, employees,, agents, and contractors may sustain while performing services under the Agreement.

- 5.19 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Kendall County Public Safety Center, ATTN: Sheriff, 1102 Cornell Ln., Yorkville, IL 60560. To ACH: facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.20 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.21 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.22 SUBCONTRACTING. ACH will manage the contract and recruit and pay subcontractors. Subcontracted services may include, but are not limited to, behavioral health, dental, electronic medical records, nursing, prescribing, and training. For example, ACH subcontracts staffing, behavioral health care, EMR, and training to different subcontractors.
- 5.23 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change

without notice. Each situation should be addressed on a case-by-case basis.

5.24 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

5.23 INSURANCE. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein.

**Minimum Scope and Limit of Insurance.** ACH shall obtain coverage at least as broad as the following:

**Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

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

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ACH has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers' Compensation Insurance:** Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if company provides written verification it has no employees.)**

**Professional Liability (Errors and Omissions) Insurance:** Professional insurance appropriate to ACH's profession, with limit no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate.

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

**Additional Insured Status:** Kendall County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ACH including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ACH's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage:** For any claims related to this contract's indemnity section, the ACH's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of the ACH's insurance and shall not contribute with it.

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

**Verification of Coverage:** ACH shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive ACH's obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the date and year written below.

**ADVANCED CORRECTIONAL HEALTHCARE, INC.**

\_\_\_\_\_  
Jessica K. Young, Esq., CCHP-A  
President & Chief Executive Officer

\_\_\_\_\_  
Date

**COUNTY OF KENDALL, ILLINOIS**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kendall County Board Chairman

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com).

If this contract is not returned to ACH by 7/21/24, the price will increase.



# Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 9/17/2024  
**Subject:** Approval of New Kendall County Code  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of an Ordinance Adopting and Enacting a New Code for Kendall County, Illinois; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner for Amending Such Code; And Providing When Such Code and This Ordinance Shall Become Effective

**Previous Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

In 2021, Kendall County entered into a contract with Municode, which later became part of Civic Plus, LLC, to codify all of the County’s ordinances into one (1) code.

The proposed code can be found here,  
<https://www.kendallcountyil.gov/home/showpublisheddocument/31089/638618230086846012>.

The proposed code contains all of the new known, current ordinances adopted by the County Board prior to March 2024; the last ordinance included was Ordinance 2024-10.

The proposed approval ordinance is also attached. The draft ordinance includes an approval provision, a repealer provision, a fine for general violations to the code, and language to address amendments.

**Staff Recommendation:**

Approval

**Attachments:**

Proposed Ordinance



ORDINANCE NO.

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR KENDALL COUNTY, ILLINOIS; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

**BE IT HEREBY ORDAINED BY THE COUNTY BOARD OF KENDALL COUNTY, STATE OF ILLINOIS, as follows:**

Section 1. The Code entitled "Kendall County Code," published by CivicPlus, LLC, consisting of chapters 1 through 36, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before March 20, 2024, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$1,000.00. Except as otherwise provided by law or ordinance: (i) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense. (ii) With respect to other violations, each violation constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the county may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after March 20, 2024, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This Ordinance shall be in full force and effect on and after its passage by the Kendall County Board.

Adopted by the Kendall County Board on this     day of                     , 20     .

Approved:

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Board Chairman

Attest:

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-  
County Clerk & Recorder

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



**AUGUST**

**2024**

Submitted by: Sheriff Dwight A. Baird

**OPERATIONS DIVISION**

<b>POLICE SERVICES</b>	<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
Calls for Service	747	761	862	757
Police Reports	408	363	381	332
Total Arrests	152	137	157	143
Ordinance Citations Issued	1	2	0	1

**TRAFFIC SERVICES**

Traffic Contacts	621	700	1,017	430
Traffic Citations Issued	286	329	682	182
DUI Arrests	6	6	5	6

**TRAFFIC CRASH INVESTIGATIONS**

Property Damage	33	38	44	31
Personal Injury	9	14	2	8
Fatalities	0	0	0	1
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>42</b>	<b>52</b>	<b>46</b>	<b>40</b>

**VEHICLE USAGE**

Total Miles Driven by Sheriff's Office	47,912	64,357	71,724	67,153
Vehicle Maintenance Expenditures	\$2,959	\$3,777	\$10,673	\$11,618
Fuel Expenditures	\$18,161	\$16,913	\$20,814	\$16,112
Fuel Gallons Purchased	4,681	4,579	5,320	4,894
Squad Damage Reports	0	0	0	0

**AUXILIARY DEPUTIES**

Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	107	79	100	152
<b>TOTAL AUXILIARY HOURS</b>	<b>107</b>	<b>79</b>	<b>100</b>	<b>152</b>

**EVIDENCE/PROPERTY ROOM**

New Items into Property Room	78	161	96	112
Disposal Orders Processed	26	30	33	35
Items Disposed Of	177	59	60	83
Items Sent to Crime Lab for Processing	11	5	8	18

**INVESTIGATIONS/COPS ACTIVITIES**

Total Assigned Cases (Patrol/Invest)	28	16	21	33
Total Closed Cases (Patrol/Invest)	31	38	18	28
Total Open Cases (Patrol/Invest)	77	90	104	109
Community Policing Meetings/Presentations	22	31	27	36

**Sex Offender / Violent Offenders Against Youth Registrations**

Sex Offender Registrations	13	11	20	12
Sex Offender - Address Verifications Completed	0	1	10	0
Sex Offender - Address Verification Attempted	0	2	35	0
Total # of Sex Offenders- Jurisdiction	30	34	35	33
Total # of Sex Offenders- Entire County	85	90	84	87
Violent Offenders Against Youth Registrations	2	3	2	2
VOAY - Address Verification Completed	0	0	2	0
VOAY - Address Verification Attempted	0	0	6	0
Total # of VOAY- Jurisdiction	7	7	7	6
Total # of VOAY- Entire County	23	23	26	26

**RECORDS DIVISION**

<b>SHERIFF SALES</b>	<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
Sales Scheduled	6	10	7	8
Sales Cancelled	6	4	4	7
Sales Conducted	0	6	3	1

**CIVIL PAPERWORK**

Papers Filed/Received	194	159	178	179
Papers Served/Executed	141	117	131	145

**ORDERS OF PROTECTION**

OP Received	6	10	19	19
OP Prohibiting Firearms	6	4	0	2
OP Served	0	6	23	24

**REPLEVINS/LEVY**

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

**SA, SUBPOENA & FOIA REQUESTS**

Electronic and Recording Copy Requests	87	96	60	73
Body/Dash Cam Requests	na	na	30	17
Accident Reports	16	21	11	12
Background Checks	39	22	22	20
Reports	91	72	74	69
Subpoenas	3	2	1	4
<b>TOTAL REQUESTS</b>	<b>236</b>	<b>213</b>	<b>198</b>	<b>195</b>

**WARRANTS**

Total Warrants on File	1,718	1,363	1,076	1,060
New Warrants Issued	131	143	152	126
Total Warrants Served	121	177	111	122
Warrants Quashed	13	38	14	20

**EVICCTIONS**

Evictions Scheduled for Month	8	13	10	10
Evictions Cancelled	1	4	2	8
Evictions Conducted	7	9	8	2

**FEES**

Civil Process Fees	\$6,994	\$7,091	\$6,800	\$5,135
Sheriff Sales Fees	\$3,000	\$4,800	\$1,500	\$3,000
Records Fees/Fingerprinting	\$190	\$70	\$275	\$320
Bond Processing Fees	\$2,632	\$6,056	\$890	\$1,117
<b>TOTAL FEES COLLECTED</b>	<b>\$12,816</b>	<b>\$18,016</b>	<b>\$9,465</b>	<b>\$9,572</b>

**CORRECTIONS DIVISION****JAIL POPULATION**

New Intake Bookings	213	190	200	213
Inmates Released	219	181	207	201
Federal Inmate ADP	21	15	8	6
Kendall County Inmate ADP	59	56	40	40
Other Jurisdictions Inmate ADP	6	4	16	15
Average Daily Population	86	75	64	61
ADP of inmates housed in other Jurisdictions	9	5	4	5

<b>JAIL MEALS</b>	<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
Number of Meals Prepared Consolidated/Aramark	8,029	7,055	6,028	5,837
Price Per Meal	\$1.69	\$3.07	\$3.08	\$3.08

<b>INMATE TRANSPORTS</b>				
To and From Kendall County Courthouse	50	54	41	50
Other County Court Transports	1	8	1	0
Out of County Prisoner Pickups	8	14	17	26
To I.D.O.C	2	4	4	3
Medical/Dental Transports	3	5	7	13
Court ordered medical transports	1	0	1	0
Juvenile To and From Youth Homes/Courts	8	10	6	13
Federal Transports	7	6	4	1
To and From Kane County Jail	21	14	10	11
<b>TOTAL INMATE TRANSPORTS</b>	<b>101</b>	<b>115</b>	<b>91</b>	<b>117</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.	\$2,620	\$2,325	\$27,450	\$23,100
Amount Invoiced for Federal Housing	\$51,280	\$42,780	\$22,264	\$17,112
Amount Invoiced for Federal Court Transport	\$1,392	\$2,380	\$1,742	\$580
Amount Invoiced for Federal Medical Transport	\$373	\$261	\$0	\$0
<b>TOTAL INVOICED</b>	<b>\$55,664</b>	<b>\$47,746</b>	<b>\$51,456</b>	<b>\$40,792</b>

<b>MEDICAL BILLING</b>				
Medical Contractual Services	\$20,626	\$21,917	\$43,833	\$21,917
Prescriptions	\$5,596	\$1,541	\$1,190	\$1,353
Medical	\$146	\$1,505	\$30	\$138
Dental	\$0	\$0	\$893	\$0
Emergency Medical Services	\$368	\$88	\$235	\$235
Medical Supplies	\$258	\$743	\$431	\$548
<b>TOTAL MEDICAL BILLING</b>	<b>\$26,994</b>	<b>\$25,793</b>	<b>\$46,611</b>	<b>\$24,191</b>

<b>Housing Expense</b>				
Kane County Jail	\$1,125	\$11,925	\$5,100	\$0
<b>TOTAL HOUSING EXPENSE</b>	<b>\$1,125</b>	<b>\$11,925</b>	<b>\$5,100</b>	<b>\$0</b>

<b>COURT SECURITY</b>				
Entries	10,614	11,818	11,483	12,315
Items X-rayed	4,415	4,544	4,340	5,097
Bond Call - In Person	6	4	106	117
Bond Call - Video	55	54	0	0
Kendall Prisoners	78	81	42	62
Other Prisoners	21	22	15	23
Arrests made at Courthouse	21	23	13	19
Contraband Refused	57	59	59	59

## ***ELECTRONIC HOME MONITORING***

<b>TOTAL DEFENDANTS ORDERED TO EHM</b>	<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
Juvenile	7	4	7	6
Adult	68	79	63	66
<b>TOTAL PARTICIPANTS</b>	<b>75</b>	<b>83</b>	<b>70</b>	<b>72</b>

### **Orders**

Presentenced	71	74	64	68
Bischof	31	32	28	30
Post Sentenced	4	9	6	4

### **Days Defendants Served on EHM**

Juvenile	184	124	88	160
Adult	1,995	2,225	1,853	1,868
<b>TOTAL DAYS</b>	<b>2,179</b>	<b>2,349</b>	<b>1,941</b>	<b>2,028</b>

### **EHM VIOLATIONS**

Juvenile	1	0	0	0
Adult	11	7	6	10
<b>TOTAL VIOLATIONS</b>	<b>12</b>	<b>12</b>	<b>6</b>	<b>10</b>

### **COST vs. COLLECTIONS**

Cost	\$5,731	\$6,178	\$5,105	\$5,334
Collected	\$2,798	\$2,054	\$3,166	\$7,060

## ***KCSO TRAINING***

### **CORRECTIONS DIVISION**

#### **NATURE OF TRAINING**

Airborne & Bloodborne Pathogens	1
Annual Mandatory Firearms Qual	1
Anti-Bias for Law Enforcement	2
Ballistic Shield	2
Basic First Aid	2
Basic Jail Security Principles	2
Booking & Admissions	26
CourtSmart	0.5
Diabetic Emergencies	1
Firearms Restraining Order Act Awareness	1
Gangs 2	1
Getac Squad Cameras	12.5
Global SDS & Hazardous Communication Standards	1
Ground Fighting	82.5
Illinois Notary Public	3.5
Infectious & Communicable Diseases	1
Lexipol DTB's	19.5
Off Duty Qual	2
Officer Stress Management	1
Officer Wellness & Mental Health Awareness	4
Policy Review-Corrections	12
PREA Overview	1
Responding to Emergencies 1	1
Responding to Emergencies 2	1
Rifle Qual	1
Safety First: A Refresher in Facility Security	1
Sexual Harassment Prevention Corrections	3
Stress & Your Health	1
Stress Management for Correctional Officers	1
Suicide Prevention for Law Enforcement	1

Suicide Prevention in Jails	3
Supervising Inmates	1
The LGBTQ Community	25
Understanding Anxiety, OCD, PTSD	1
Understanding Autism Spectrum Disorder	1
Understanding Behavior, Burnout & Depression	1
Understanding Inmates' Rights	1
Universal Tourniquets & Bandages	1.5

<b>TOTAL HOURS</b>	<b>184.00</b>	<b>267.25</b>	<b>150.00</b>	<b>224.00</b>
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<b>OPERATIONS DIVISION</b>	<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
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**NATURE OF TRAINING**

40 Hour Juvenile Officer	40
Annual National Information Officers Association	24
Basic Police Photography	16
Basic Spanish for Law Enforcement	1.5
Basic Spanish for Law Enforcement II	2
Building a Patrol CQB Program	8
CourtSmart	18.5
Crisis Intervention & Disturbance Calls	6
Emergency Medical Response	1
Enhanced Traffic Enforcement for Patrol	8
Field Training Officer School (Sokolove)	80
Firearms Restraining Order Act Awareness	23
Identity Protection Act	0.25
Illinois Notary Public	3.5
Immediate Trauma Care Instructor	16
Instructor Development 32 Hours	32
Interviewing Children	8
Lexipol DTB's	24.75
Mental Health Awareness	60
Multi-Discipline Therapy K9 Cert	40
Harassment Prevention for Illinois Employees	1
Off Duty Qual	1
Officer Stress Management	4
Policy 315	1
Proactive Patrol Tactics	16
Realistic De-Escalation	303.5
Roll Call Training	2.5
Stop the Bleed	8
Trauma Informed Response to Sexual Assault/Abuse	16
Universal Tourniquets & Bandages	4.5
Use of Force Workshop for Sergeants & Lieutenants	8

<b>TOTAL HOURS</b>	<b>385.00</b>	<b>511.00</b>	<b>485.50</b>	<b>778.00</b>
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<b>COURT SECURITY</b>	<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
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**NATURE OF TRAINING**

Annual Mandatory Firearms Quals	5
Ballistic Shield	12
Booking & Admissions	6
CourtSmart	2.5
Lexipol DTB's	3.75
Off Duty Qual	2
Rifle Qual	4
The LGBTQ Community	6

<b>TOTAL HOURS</b>	<b>38.00</b>	<b>22.75</b>	<b>28.25</b>	<b>41.25</b>
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<b>ADMINISTRATION DIVISION</b>		<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
<b>NATURE OF TRAINING</b>					
CourtSmart					0.5
	<b>TOTAL HOURS</b>	<b>12.50</b>	<b>10.50</b>	<b>30.00</b>	<b>0.50</b>
<b>AUXILIARY</b>		<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
<b>NATURE OF TRAINING</b>					
Lexipol				1	0.5
Firearms Qualifications					4
Harassment Prevention for Illinois Employees					1
	<b>TOTAL HOURS</b>	<b>1.00</b>	<b>4.25</b>	<b>3.00</b>	<b>5.50</b>
<b>PART TIMERS</b>		<b>August-22</b>	<b>August-23</b>	<b>July-24</b>	<b>August-24</b>
<b>NATURE OF TRAINING</b>					
CourtSmart					2.5
Crisis Intervention & Disturbance Calls					0.75
Firearms Restraining Order Act Awareness					2
Lexipol DTB's					5.25
Mental Health Awareness Refresher					10
Officer Stress Management					1
Universal Tourniquets & Bandages					7.5
	<b>TOTAL HOURS</b>	<b>27.00</b>	<b>31.50</b>	<b>21.50</b>	<b>29.00</b>

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>8/1/24-8/31/24</b>	<b>8/1/23-8/31/23</b>	<b>8/1/22-8/31/22</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>		
CLKFEE	County Clerk Fees	\$648.50	\$649.00	\$750.50
MARFEE	County Clerk Fees - Marriage License	\$2,370.00	\$2,550.00	\$2,700.00
CIVFEE	County Clerk Fees - Civil Union		\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$20.00	\$30.00	\$50.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,716.00	\$1,822.00	\$1,906.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$35.00
MISINC	County Clerk Fees - Misc	\$53.75	\$28.00	\$18.00
	County Clerk Fees - Misc Total	\$4,808.25	\$5,109.00	\$5,459.50
RECFEE	County Clerk Fees - Recording	\$23,384.00	\$24,258.00	\$27,037.00
	Total County Clerk Fees	\$28,192.25	\$29,367.00	\$32,496.50
CTYREV	County Revenue	\$60,623.75	\$51,965.00	\$52,559.50
DCSTOR	Doc Storage	\$20,557.54	\$14,041.00	\$15,726.50
GISMAP	GIS Mapping	\$42,960.00	\$44,640.00	\$49,920.00
GISRCD	GIS Recording	\$6,518.50	\$2,976.00	\$3,328.00
INTRST	Interest	\$90.69	\$87.79	\$33.81
RECMIS	Recorder's Misc	\$3,351.00	\$5,271.25	\$3,509.50
RHSP	RHSP/Housing Surcharge	\$23,346.00	\$23,364.00	\$13,509.00
TAXCRT	Tax Certificate Fee	\$560.00	\$440.00	\$920.00
TAXFEE	Tax Sale Fees	\$30.00	\$0.00	\$0.00
PSTFEE	Postage Fees			
CK # 19910	To KC Treasurer	\$186,229.73	\$172,152.04	\$172,002.81
Death Certificate Surcharge sent from Clerk's office \$1352.00 ck # 19909				
Dom Viol Fund sent from Clerk's office \$395.00 ck 19908				

# 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  
AS OF MONTH END 8/31/2024

<u>REVENUES*</u>	Annual <u>Budget</u>	2024 YTD <u>Actual</u>	2024 YTD% <u>%</u>	2023 MTD <u>Actual</u>	2023 MTD <u>%</u>
Personal Property Repl. Tax	\$915,000	\$542,162	59.25%	\$927,323	101.35%
State Income Tax	\$3,208,685	\$3,129,077	97.52%	\$2,878,033	91.11%
Local Use Tax	\$810,000	\$570,090	70.38%	\$620,682	81.67%
State Sales Tax	\$600,000	\$638,671	106.45%	\$487,826	75.05%
County Clerk Fees	\$350,000	\$188,715	53.92%	\$204,508	58.43%
Circuit Clerk Fees	\$1,000,000	\$985,566	98.56%	\$940,103	89.53%
Fines & Foreits/St Atty.	\$260,000	\$342,731	131.82%	\$298,412	119.36%
Building and Zoning	\$85,000	\$94,748	111.47%	\$76,556	95.69%
Interest Income	\$650,000	\$1,814,518	279.16%	\$999,524	1332.70%
Health Insurance - Empl. Ded.	\$1,644,361	\$1,063,195	64.66%	\$928,625	62.39%
1/4 Cent Sales Tax	\$3,280,000	\$2,768,871	84.42%	\$2,660,491	82.40%
County Real Estate Transf Tax	\$450,000	\$446,403	99.20%	\$342,433	76.10%
Federal Inmate Revenue	\$503,700	\$219,420	43.56%	\$315,840	54.08%
Sheriff Fees	\$107,250	\$93,149	86.85%	\$88,863	78.18%
<b>TOTALS</b>	<b>\$13,863,996</b>	<b>\$12,897,316</b>	<b>93.03%</b>	<b>\$11,769,219</b>	<b>89.48%</b>
<b>Public Safety Sales Tax</b>	<b>\$8,000,000</b>	<b>\$4,956,041</b>	<b>61.95%</b>	<b>\$4,720,011</b>	<b>62.93%</b>
<b>Transportation Sales Tax</b>	<b>\$8,000,000</b>	<b>\$4,956,041</b>	<b>61.95%</b>	<b>\$4,720,011</b>	<b>62.93%</b>

**\*\*All FY2023 Accruals have been completed at this time. So these figures are where we currently stand for FY2024**

\*Includes major revenue line items excluding real estate taxes which are to be collected later.

### EXPENDITURES

All General Fund Offices/Categories

**\$36,488,705**

**\$18,100,581**

**49.61%**

**\$16,485,512**

**51.84%**

2024 Judicial Statistics

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	Graphic
<b>AD</b> Adoption	6	0	1	1	1	4	0	1					14	
<b>CA</b> Court Administration	2	0	0	0	0	0	0	0					2	
<b>CC</b> Contempt of Court	0	0	1	0	0	0	6	0					7	
<b>CF</b> Criminal Felony	27	28	25	41	32	39	33	32					257	
<b>CH</b> Chancery	6	2	3	3	5	2	2	3					26	
<b>CL</b> Civil Law Violation	0	0	0	0	0	0	0	0					0	
<b>CM</b> Criminal Misdemeanor	44	30	26	33	45	31	26	38					273	
<b>CV</b> Conservation Violation	0	0	0	3	0	0	2	0					5	
<b>DC</b> Dissolution with Children	16	18	24	18	14	16	20	21					147	
<b>DN</b> Dissolution without Children	21	21	16	21	18	15	18	9					139	
<b>DT</b> DUI	18	24	18	22	13	27	18	20					160	
<b>DV</b> Domestic Violence	10	14	12	15	20	11	16	12					110	
<b>ED</b> Eminent Domain	0	0	0	0	0	0	0	0					0	
<b>EV</b> Eviction	51	66	42	38	47	51	30	54					379	
<b>FA</b> Family	8	9	10	16	8	13	10	22					96	
<b>FC</b> Foreclosures	26	20	14	16	15	16	29	17					153	
<b>GR</b> Guardianships	9	5	11	7	7	3	6	7					55	
<b>JV</b> Juvenile	0	1	0	7	0	3	0	0					11	
<b>JA</b> Juvenile Abuse/Neglect	6	5	2	8	10	3	0	5					39	
<b>JD</b> Juvenile Delinquency	8	16	20	12	6	21	7	12					102	
<b>LA</b> Law	10	8	12	12	11	11	7	6					77	
<b>LM</b> Law Medium	34	27	30	20	32	22	39	37					241	
<b>MH</b> Mental Health	0	0	1	1	1	0	0	0					3	
<b>MR</b> Misc. Remedy	13	7	6	6	10	8	17	8					75	
<b>MT</b> Major Traffic	150	217	251	205	194	187	228	164					1596	
<b>MX</b> Misc Criminal	15	30	17	16	15	14	28	20					155	
<b>OP</b> Order of Protection	37	29	31	43	40	27	39	61					307	
<b>OV</b> Ordinance Violation	0	3	0	10	1	2	1	0					17	
<b>PR</b> Probate	8	11	7	7	3	9	9	8					62	
<b>QC</b> Quasi Criminal	0	0	0	0	0	0	0	0					0	
<b>SC</b> Small Claims	168	96	133	137	188	99	136	136					1093	
<b>TR</b> Traffic	270	360	377	456	374	296	814	375					3322	
<b>TX</b> Tax	16	3	2	2	0	0	2	0					25	
<b>WI</b> Wills	27	20	12	15	13	21	20	15					143	
<b>XX</b> Misc	3	0	0	1	2	1	0	0					7	
	<b>1009</b>	<b>1070</b>	<b>1104</b>	<b>1192</b>	<b>1125</b>	<b>952</b>	<b>1563</b>	<b>1083</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9098</b>	
<b>Totals for 2023</b>	<b>932</b>	<b>967</b>	<b>1198</b>	<b>996</b>	<b>989</b>	<b>930</b>	<b>1223</b>	<b>1191</b>	<b>856</b>	<b>977</b>	<b>968</b>	<b>1035</b>	<b>12262</b>	

<b>QUARTER: 2nd</b> <b>YEAR: 2024</b> <b>COUNTY: Kendall</b> <b>CIRCUIT: 23</b>	<b>REPORT A</b>  <b>ACTIVITY OF ALL CIVIL CASES</b>
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CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
ARBITRATION	AR	0	0	0	0	0	0	0	0
CHANCERY	CH	97	10	1	13	-19	76	0	0
EMINENT DOMAIN	ED	14	0	0	3	0	11	0	0
EVICTION	EV	111	136	5	159	11	104	0	0
FORECLOSURE	FC	143	47	2	46	-1	145	0	0
GOVERNMENT CORPORTATION	GC	0	0	0	0	0	0	0	0
GUARDIANSHIP	GR	24	17	1	23	-5	14	0	0
LAW > \$50,000	L	46	0	1	7	-9	31	0	0
LAW > \$50,000	LA	153	34	1	29	-5	154	0	0
LAW < \$50,000	LM	179	74	8	81	-1	179	0	0
MENTAL HEALTH	MH	0	2	0	2	0	0	0	0
MISCELLANEOUS REMEDY	MR	139	24	0	22	-106	35	0	0
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0	0
PROBATE	P	99	0	0	9	-39	51	0	0
PROBATE	PR	135	19	0	11	0	143	0	0
SMALL CLAIM	SC	589	424	14	465	27	589	0	0
TAX	TX	49	2	0	25	-4	22	0	0
<b>TOTAL CIVIL</b>		<b>1778</b>	<b>789</b>	<b>33</b>	<b>895</b>	<b>-151</b>	<b>1554</b>	<b>0</b>	<b>0</b>

\*THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT WAS REPORTED AS THE ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

<b>QUARTER: 2nd</b> <b>YEAR: 2024</b> <b>COUNTY: Kendall</b> <b>CIRCUIT: 23</b>	<b>REPORT B</b>  <b>ACTIVITY OF ALL CRIMINAL AND QUASI-CRIMINAL CASES</b>
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TABLE 1											
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	NO. OF DEFENDANTS NEW FILED	NO. OF COUNTS	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
CRIMINAL FELONY	CF	744	115	115	263	0	91	-18	750	24	152
CRIMINAL MISDEMEANOR	CM	659	109	109	138	0	143	-10	615	12	841
CONSERVATION VIOLATION	CV	2	3	3	3	0	1	-1	3	0	0
DOMESTIC VIOLENCE	DV	142	46	46	85	0	53	0	135	1	3
DRIVING UNDER THE INFLUENCE	DT	362	65	65	187	0	112	-6	309	3	25
MAJOR TRAFFIC	MT	1018	586	586	863	0	588	18	1034	19	2
MINOR TRAFFIC	TR	2947	1126	1126	1274	1	1313	-1781	980	4	22
ORDINANCE VIOLATION	OV	63	13	13	13	0	7	1	70	0	0
QUASI-CRIMINAL	QC	0	0	0	0	0	0	0	0	0	0
<b>TOTAL CRIMINAL</b>		<b>5937</b>	<b>2063</b>	<b>2063</b>	<b>2826</b>	<b>1</b>	<b>2308</b>	<b>-1797</b>	<b>3896</b>	<b>63</b>	<b>1045</b>

\*THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT WAS REPORTED AS THE ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

TABLE 2: GUILTY PLEAS RECEIVED BY THE CIRCUIT CLERK PURSUANT TO SUPREME COURT RULES 529, 530 & 531					
CATEGORY	CODE	TOTAL PLEAS OF GUILTY TO THE CLERK	TOTAL PLEAS TO THE CLERK WITH REQUEST FOR SUPERVISION	TOTAL PLEAS OF ELECTRONIC GUILTY	TOTAL PLEAS OF ELECTRONIC GUILTY WITH REQUEST FOR SUPERVISION
CONSERVATION VIOLATION (Rule 530)	CV	1	0	1	0
MINOR TRAFFIC VIOLATION (Rules 529 or 531)	TR	592	415	74	72
<b>TOTALS</b>		<b>593</b>	<b>415</b>	<b>75</b>	<b>72</b>

TABLE 3: REASONS FOR INACTIVE INSTANCES					
CATEGORY	CODE	TOTAL INACTIVE*	WARRANT	SPECIALTY COURT	OTHER
CRIMINAL FELONY	CF	24	10	14	0
CRIMINAL MISDEMEANOR	CM	12	5	7	0
CONSERVATION VIOLATION	CV	0	0	0	0
DOMESTIC VIOLENCE	DV	1	1	0	0
DRIVING UNDER THE INFLUENCE	DT	3	3	0	0
MAJOR TRAFFIC	MT	19	16	3	0
MINOR TRAFFIC	TR	4	2	2	0
ORDINANCE VIOLATION	OV	0	0	0	0
QUASI-CRIMINAL	QC	0	0	0	0
<b>TOTAL INACTIVE CASES</b>		<b>63</b>	<b>37</b>	<b>26</b>	<b>0</b>

\*THE REASONS FOR A CASE TO GO INACTIVE IN TABLE 3 SHOULD MATCH THE INACTIVE INSTANCES LISTED IN TABLE 1.

QUARTER: 2nd  
 YEAR: 2024  
 COUNTY: Kendall  
 CIRCUIT: 23

**REPORT C**  
**ACTIVITY OF ALL FAMILY & JUVENILE CASES**

Table 1							
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN
ADOPTION	AD	4	7	0	3	0	8
DISSOLUTION OF MARRIAGE	D	52	0	0	15	-30	7
DISSOLUTION WITH CHILDREN	DC	186	48	0	46	-4	184
DISSOLUTION WITHOUT CHILDREN	DN	123	54	1	63	0	115
FAMILY	F	161	0	0	3	-142	16
FAMILY	FA	148	37	1	33	-69	84
<b>TOTAL FAMILY</b>		<b>674</b>	<b>146</b>	<b>2</b>	<b>163</b>	<b>-245</b>	<b>414</b>

Table 2										
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	NO. OF DEFENDANTS NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
JUVENILE	J	10	0	0	0	0	-10	0	1	0
JUVENILE	JV	3	10	10	0	2	1	12	0	0
JUVENILE ABUSE & NEGLECT	JA	152	21	61	0	30	-10	133	3	334
JUVENILE DELINQUENT	JD	307	39	39	0	22	-23	301	0	0
<b>TOTAL JUVENILE</b>		<b>472</b>	<b>70</b>	<b>110</b>	<b>0</b>	<b>54</b>	<b>-42</b>	<b>446</b>	<b>4</b>	<b>334</b>

\*THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT WAS REPORTED AS THE ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

<b>QUARTER: 2nd</b> <b>YEAR: 2024</b> <b>COUNTY: Kendall</b> <b>CIRCUIT: 23</b>	<b>REPORT D</b>  <b>ACTIVITY OF ALL OTHER CASES</b>
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CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
CIVIL LAW VIOLATION	CL	12	0	0	0	0	12	2	1
CONTEMPT OF COURT	CC	44	5	0	1	-6	42	6	0
MISCELLANEOUS CRIMINAL	MX	174	45	0	31	-154	34	27	3
ORDERS OF PROTECTION	OP	118	110	0	103	3	128	23	75
<b>TOTAL OTHER</b>		<b>348</b>	<b>160</b>	<b>0</b>	<b>135</b>	<b>-157</b>	<b>216</b>	<b>58</b>	<b>79</b>

\*THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT WAS REPORTED AS THE ENDING OPEN CASES FROM THE PREVIOUS QUARTER.



<b>QUARTER: 2nd</b> <b>YEAR: 2024</b> <b>COUNTY: Kendall</b> <b>CIRCUIT: 23</b>	<b>REPORT H</b>  <b>ORDERS OF PROTECTION ISSUED OR GRANTED</b>
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CATEGORY	EMERGENCY	INTERIM	PLENARY	TOTALS
Civil No Contact	10	0	4	14
Firearms Restraining Order	0	0	0	0
Orders of Protections	88	0	0	88
Stalking No Contact	12	0	6	18
<b>TOTAL</b>	<b>110</b>	<b>0</b>	<b>10</b>	<b>120</b>

<b>QUARTER: 2nd</b> <b>YEAR: 2024</b> <b>COUNTY: Kendall</b> <b>CIRCUIT: 23</b>	<b>REPORT I</b> <b>AGE OF OPEN CASES</b>
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CATEGORY	CODE	YEAR FILED						TOTAL
		2024	2023	2022	2021	2020	PRIOR TO 2020	
ARBITRATION	AR	0	0	0	0	0	0	0
CHANCERY	CH	16	7	5	4	8	36	76
EMINENT DOMAIN	ED	0	1	10	0	0	0	11
EVICTON	EV	98	4	2	0	0	0	104
FORECLOSURE	FC	73	47	25	0	0	0	145
GOVERNMENT CORPORATION	GC	0	0	0	0	0	0	0
GUARDIANSHIP	GR	12	1	1	0	0	0	14
LAW > \$50,000	L	0	0	0	14	10	7	31
LAW > \$50,000	LA	59	60	35	0	0	0	154
LAW < \$50,000	LM	126	39	6	3	2	3	179
MENTAL HEALTH	MH	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	19	1	1	7	0	7	35
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0
PROBATE	P	0	0	0	22	7	22	51
PROBATE	PR	45	69	29	0	0	0	143
SMALL CLAIM	SC	466	88	3	4	1	27	589
TAX	TX	14	7	0	0	0	1	22
<b>TOTAL CIVIL</b>		<b>928</b>	<b>324</b>	<b>117</b>	<b>54</b>	<b>28</b>	<b>103</b>	<b>1554</b>

CATEGORY	CODE	YEAR FILED						TOTAL
		2024	2023	2022	2021	2020	PRIOR TO 2020	
CRIMINAL FELONY	CF	184	268	106	57	28	107	750
CRIMINAL MISDEMEANOR	CM	161	142	45	61	26	180	615
CONSERVATION VIOLATION	CV	2	0	0	0	0	1	3
DOMESTIC VIOLENCE	DV	67	58	10	0	0	0	135
DRIVING UNDER THE INFLUENCE	DT	105	83	42	25	8	46	309
MAJOR TRAFFIC	MT	623	297	114	0	0	0	1034
MINOR TRAFFIC	TR	425	63	35	157	93	207	980
ORDINANCE VIOLATION	OV	9	1	5	4	0	51	70
QUASI-CRIMINAL	QC	0	0	0	0	0	0	0
<b>TOTAL CRIMINAL</b>		<b>1576</b>	<b>912</b>	<b>357</b>	<b>304</b>	<b>155</b>	<b>592</b>	<b>3896</b>

CATEGORY	CODE	YEAR FILED						TOTAL
		2024	2023	2022	2021	2020	PRIOR TO 2020	
ADOPTION	AD	7	1	0	0	0	0	8
DISSOLUTION OF MARRIAGE	D	0	0	0	3	0	4	7
DISSOLUTION WITH CHILDREN	DC	85	88	11	0	0	0	184
DISSOLUTION WITHOUT CHILDREN	DN	80	31	4	0	0	0	115
FAMILY	F	0	0	0	1	1	14	16
FAMILY	FA	49	27	8	0	0	0	84
<b>TOTAL FAMILY</b>		<b>221</b>	<b>147</b>	<b>23</b>	<b>4</b>	<b>1</b>	<b>18</b>	<b>414</b>

CATEGORY	CODE	YEAR FILED						TOTAL
		2024	2023	2022	2021	2020	PRIOR TO 2020	
JUVENILE	J	0	0	0	0	0	0	0
JUVENILE	JV	9	0	3	0	0	0	12
JUVENILE ABUSE & NEGLECT	JA	33	58	23	9	7	3	133
JUVENILE DELINQUENT	JD	69	64	29	13	5	121	301
<b>TOTAL JUVENILE</b>		<b>111</b>	<b>122</b>	<b>55</b>	<b>22</b>	<b>12</b>	<b>124</b>	<b>446</b>

CATEGORY	CODE	YEAR FILED						TOTAL
		2024	2023	2022	2021	2020	PRIOR TO 2020	
CIVIL LAW VIOLATION	CL	0	0	0	0	0	12	12
CONTEMPT OF COURT	CC	1	2	1	12	7	19	42
MISCELLANEOUS CRIMINAL	MX	16	11	7	0	0	0	34
ORDERS OF PROTECTION	OP	19	34	26	18	12	19	128
<b>TOTAL OTHER</b>		<b>36</b>	<b>47</b>	<b>34</b>	<b>30</b>	<b>19</b>	<b>50</b>	<b>216</b>

NOTE: CASES ARE REPORTED BY CASE CATEGORY AND YEAR OF FILING, REINSTATED CASES SHOULD BE REORTED FROM THE DATE OF REINSTATEMENT, EXCLUDE POST JUDGEMENT ACTIONS.

<b>QUARTER: 2nd</b> <b>YEAR: 2024</b> <b>COUNTY: Kendall</b> <b>CIRCUIT: 23</b>	<b>REPORT K</b> <b>SELF REPRESENTED LITIGANTS (SRLs)</b>
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CATEGORY	CODE	NEW FILED CASES	NEW FILED CASES SRL PLAINTIFF	CLOSED	DEFAULT JUDGMENTS*	AT LEAST ONE SRL*	AT LEAST 1 PLAINTIFF AND 1 DEFT SRL*	AT LEAST ONE PLAINTIFF SRL*	AT LEAST ONE DEFENDANT SRL*	NUMBER OF LIMITED SCOPE APPEARANCES*
ARBITRATION	AR	0	0	0	0	0	0	0	0	0
CHANCERY	CH	10	0	13	1	0	0	0	0	0
EMINENT DOMAIN	ED	0	0	3	1	0	0	0	0	0
EVICITION	EV	136	1	159	2	0	0	0	0	0
FORECLOSURE	FC	47	0	46	1	0	0	0	0	0
GOVERNMENT CORPORTATION	GC	0	0	0	0	0	0	0	0	0
GUARDIANSHIP	GR	17	0	23	0	3	0	0	3	0
LAW > \$50,000	L	0	0	7	0	0	0	0	0	0
LAW > \$50,000	LA	34	0	29	0	0	0	0	0	0
LAW < \$50,000	LM	74	0	81	18	1	0	0	1	0
MENTAL HEALTH	MH	2	0	2	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	24	6	22	0	3	0	3	0	0
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0	0	0
PROBATE	P	0	0	9	0	0	0	0	0	0
PROBATE	PR	19	0	11	0	0	0	0	0	0
SMALL CLAIM	SC	424	3	465	125	5	0	2	3	0
TAX	TX	2	0	25	0	1	0	1	0	0
<b>TOTAL CIVIL</b>		<b>789</b>	<b>10</b>	<b>895</b>	<b>148</b>	<b>13</b>	<b>0</b>	<b>6</b>	<b>7</b>	<b>0</b>

CATEGORY	CODE	NEW FILED CASES	NEW FILED CASES SRL PLAINTIFF	CLOSED	DEFAULT JUDGMENTS*	AT LEAST ONE SRL*	AT LEAST 1 PLAINTIFF AND 1 DEFT SRL*	AT LEAST ONE PLAINTIFF SRL*	AT LEAST ONE DEFENDANT SRL*	NUMBER OF LIMITED SCOPE APPEARANCES*
ADOPTION	AD	7	0	3	0	1	0	0	1	0
DISSOLUTION OF MARRIAGE	D	0	0	15	0	6	1	1	6	0
DISSOLUTION WITH CHILDREN	DC	48	1	46	2	6	1	3	4	0
DISSOLUTION WITHOUT CHILDREN	DN	54	1	63	0	3	1	3	1	0
FAMILY	F	0	0	3	0	2	0	1	1	0
FAMILY	FA	37	1	33	0	9	1	5	5	0
<b>TOTAL FAMILY</b>		<b>146</b>	<b>3</b>	<b>163</b>	<b>2</b>	<b>27</b>	<b>4</b>	<b>13</b>	<b>18</b>	<b>0</b>

CATEGORY	CODE	NEW FILED CASES	NEW FILED CASES SRL PLAINTIFF	CLOSED	DEFAULT JUDGMENTS*	AT LEAST ONE SRL*	AT LEAST 1 PLAINTIFF AND 1 DEFT SRL*	AT LEAST ONE PLAINTIFF SRL*	AT LEAST ONE DEFENDANT SRL*	NUMBER OF LIMITED SCOPE APPEARANCES*
ORDERS OF PROTECTION	OP	110	0	103	0	0	0	0	0	0
<b>TOTAL OTHER</b>		<b>110</b>	<b>0</b>	<b>103</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

NOTE: THE NUMBER OF "NEW FILED" AND "CLOSED" CASES IN EACH CATEGORY ON THIS REPORT MUST EQUAL THE NUMBER OF "NEW FILED" AND "CLOSED" CASES REPORTED FOR THE SAME CATEGORY ON REPORTS A, C, AND D RESPECTIVELY.  
 \*REPORT THE NUMBER OF CLOSED CASES WHERE AN SRL WAS INVOLVED AND/OR THE NUMBER OF CLOSED CASES WHERE A LIMITED SCOPE APPEARANCE WAS FILED.

<b>QUARTER: 2nd</b> <b>YEAR: 2024</b> <b>COUNTY: Kendall</b> <b>CIRCUIT: 23</b>	<b>REPORT L</b> <b>POST JUDGEMENT ACTIVITY</b>
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CIVIL CASES		
CATEGORY	CODE	# OF COURT EVENTS
ARBITRATION	AR	0
CHANCERY	CH	3
EMINENT DOMAIN	ED	0
EVICITION	EV	21
FORECLOSURE	FC	11
GOVERNMENT CORPORTATION	GC	0
GUARDIANSHIP	GR	59
LAW > \$50,000	L	5
LAW > \$50,000	LA	17
LAW < \$50,000	LM	61
MENTAL HEALTH	MH	0
MISCELLANEOUS REMEDY	MR	2
MUNICIPAL CORPORATION	MC	0
PROBATE	P	80
PROBATE	PR	1
SMALL CLAIM	SC	303
TAX	TX	2
<b>TOTAL</b>		<b>565</b>

CRIMINAL AND QUASI-CRIMINAL CASES		
CATEGORY	CODE	# OF COURT EVENTS
CRIMINAL FELONY	CF	588
CRIMINAL MISDEMEANOR	CM	497
CONSERVATION VIOLATION	CV	0
DOMESTIC VIOLENCE	DV	90
DRIVING UNDER THE INFLUENCE	DT	237
MAJOR TRAFFIC	MT	874
MINOR TRAFFIC	TR	1018
ORDINANCE VIOLATION	OV	2
QUASI-CRIMINAL	QC	0
<b>TOTAL</b>		<b>3306</b>

FAMILY AND JUVENILE CASES		
CATEGORY	CODE	# OF COURT EVENTS
ADOPTION	AD	0
DISSOLUTION OF MARRIAGE	D	483
DISSOLUTION WITH CHILDREN	DC	99
DISSOLUTION WITHOUT CHILDREN	DN	7
FAMILY	F	295
FAMILY	FA	76
JUVENILE	J	0
JUVENILE	JV	2
JUVENILE ABUSE & NEGLECT	JA	4
JUVENILE DELINQUENT	JD	60
<b>TOTAL</b>		<b>1026</b>

ALL OTHER CASES		
CATEGORY	CODE	# OF COURT EVENTS
CIVIL LAW VIOLATION	CL	0
CONTEMPT OF COURT	CC	4
MISCELLANEOUS CRIMINAL	MX	7
ORDERS OF PROTECTION	OP	162
<b>TOTAL</b>		<b>173</b>

<b>QUARTER: 2nd</b> <b>YEAR: 2024</b> <b>COUNTY: Kendall</b> <b>CIRCUIT: 23</b>	<b>REPORT M</b> <b>TIME TO CASE CLOSED STATUS (including time spent on inactive status)</b>
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CIVIL CASES			0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
CATEGORY	CODE	CLOSED														
ARBITRATION	AR	0														
CHANCERY	CH	9	2	3	2		1		1							
EMINENT DOMAIN	ED	3						2		1						
EVICTION	EV	159	134	17	3	5										
FORECLOSURE	FC	46	24	5	6	3	5		2	1						
GOVERNMENT CORPORTATION	GC	0														
GUARDIANSHIP	GR	23	20	1	1		1									
LAW > \$50,000	LA	29	3	5	2	8	3	5	2		1					
LAW < \$50,000	LM	72	24	17	11	13	2	1	2	1	1					
MENTAL HEALTH	MH	2	2													
MISCELLANEOUS REMEDY	MR	22	18	2	1						1					
PROBATE	PR	11			5	2		1	1	1		1				
SMALL CLAIM	SC	415	248	79	38	17	16	7	4	5	1					
TAX	TX	25	9	6	9		1									
<b>TOTAL</b>		<b>816</b>	<b>484</b>	<b>135</b>	<b>78</b>	<b>48</b>	<b>29</b>	<b>16</b>	<b>12</b>	<b>9</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

CRIMINAL AND QUASI-CRIMINAL CASES			0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
CATEGORY	CODE	CLOSED														
CRIMINAL FELONY	CF	74	8	10	18	9	12	3	6	2	3	3				
CRIMINAL MISDEMEANOR	CM	106	35	23	12	13	12	3	5	2	1					
CONSERVATION VIOLATION	CV	1	1													
DOMESTIC VIOLENCE	DV	53	12	11	9	9	5	5	1			1				
DRIVING UNDER THE INFLUENCE	DT	64	15	14	9	6	8	6	2	3		1				
MAJOR TRAFFIC	MT	588	420	76	37	22	12	8	7	3	1	2				
MINOR TRAFFIC	TR	1167	1135	17	7	6		1		1						
ORDINANCE VIOLATION	OV	7	7													
QUASI-CRIMINAL	QC	0														
<b>TOTAL</b>		<b>2060</b>	<b>1633</b>	<b>151</b>	<b>92</b>	<b>65</b>	<b>49</b>	<b>26</b>	<b>21</b>	<b>11</b>	<b>5</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

FAMILY AND JUVENILE CASES			0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
CATEGORY	CODE	CLOSED														
ADOPTION	AD	3	3													
DISSOLUTION WITH CHILDREN	DC	46	13	11	1	9	1	4	4	2		1				
DISSOLUTION WITHOUT CHILDREN	DN	63	22	15	7	9	2	6		1	1					
FAMILY	FA	33	10	11	6	3	1			2						
JUVENILE	JV	2	2													
JUVENILE ABUSE & NEGLECT	JA	25	1	1		6	4	4	2		7					
JUVENILE DELINQUENT	JD	41	9	21	6	1	1	1		1	1					
<b>TOTAL</b>		<b>213</b>	<b>60</b>	<b>59</b>	<b>20</b>	<b>28</b>	<b>9</b>	<b>15</b>	<b>6</b>	<b>6</b>	<b>9</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

ALL OTHER CASES			0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
CATEGORY	CODE	CLOSED														
CIVIL LAW VIOLATION	CL	0														
CONTEMPT OF COURT	CC	0														
MISCELLANEOUS CRIMINAL	MX	31	30				1									
ORDERS OF PROTECTION	OP	206	103	102	1											
<b>TOTAL</b>		<b>237</b>	<b>133</b>	<b>102</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

NOTE: DO NOT REPORT REINSTATED CASES.

**QUARTER: 2nd**  
**YEAR: 2024**  
**COUNTY: Kendall**  
**CIRCUIT: 23**

**REPORT N**  
**TIME TO CASE CLOSED STATUS (excluding time spent on inactive status)**

CIVIL CASES									
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months
ARBITRATION	AR	0							
CHANCERY	CH	9	2	3	2		1		1
EMINENT DOMAIN	ED	3						2	
EVICITION	EV	159	134	17	3	5			
FORECLOSURE	FC	46	24	5	6	3	5		2
GOVERNMENT CORPORTATION	GC	0							
GUARDIANSHIP	GR	23	20	1	1		1		
LAW > \$50,000	LA	29	3	5	2	8	3	5	2
LAW < \$50,000	LM	72	24	17	11	13	2	1	2
MENTAL HEALTH	MH	2	2						
MISCELLANEOUS REMEDY	MR	22	18	2	1				
PROBATE	PR	11			5	2		1	1
SMALL CLAIM	SC	415	248	79	38	17	16	7	4
TAX	TX	25	9	6	9		1		
<b>TOTAL</b>		<b>816</b>	<b>484</b>	<b>135</b>	<b>78</b>	<b>48</b>	<b>29</b>	<b>16</b>	<b>12</b>

CRIMINAL AND QUASI-CRIMINAL CASES									
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months
CRIMINAL FELONY	CF	74	10	10	19	9	13	3	4
CRIMINAL MISDEMEANOR	CM	106	45	22	11	13	7	3	2
CONSERVATION VIOLATION	CV	1	1						
DOMESTIC VIOLENCE	DV	53	14	11	10	7	5	5	1
DRIVING UNDER THE INFLUENCE	DT	64	15	14	9	6	8	6	2
MAJOR TRAFFIC	MT	588	435	81	35	16	7	5	7
MINOR TRAFFIC	TR	1167	1135	17	7	6		1	
ORDINANCE VIOLATION	OV	0							
QUASI-CRIMINAL	QC	0							
<b>TOTAL</b>		<b>2053</b>	<b>1655</b>	<b>155</b>	<b>91</b>	<b>57</b>	<b>40</b>	<b>23</b>	<b>16</b>

FAMILY AND JUVENILE CASES									
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months
ADOPTION	AD	3	3						
DISSOLUTION WITH CHILDREN	DC	46	13	11	1	9	1	4	4
DISSOLUTION WITHOUT CHILDREN	DN	63	22	15	7	9	2	6	
FAMILY	FA	33	10	11	6	3	1		
JUVENILE	JV	2	2						
JUVENILE ABUSE & NEGLECT	JA	25	1	1		6	4	4	2
JUVENILE DELINQUENT	JD	41	9	21	6	1	1	1	
<b>TOTAL</b>		<b>213</b>	<b>60</b>	<b>59</b>	<b>20</b>	<b>28</b>	<b>9</b>	<b>15</b>	<b>6</b>

ALL OTHER CASES									
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months
CIVIL LAW VIOLATION	CL	0							
CONTEMPT OF COURT	CC	0							
MISCELLANEOUS CRIMINAL	MX	31	30				1		

**Office of the Kendall County Coroner**

**Monthly Report  
August 2024**

\* There were 26.0 hours of community service time served during the month of August.

\* Chief Deputy Gotte attended the Kendall County Law Enforcement Youth Academy Graduation Ceremony on August 8, as one of the Instructors for the program.

Deaths Report to the M.E.		Deaths Investigations	
August 2024	35	August 2024	7
YTD	258	YTD	35

MEI Scene Investigations		Postmortem Examinations	
August 2024	7	August 2024	5
YTD	43	YTD	17

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
August 2024	32	0	0	0	0	3
YTD	238	10	6	0	1	3

Cremation Permits Issued	
August 2024	24
YTD	168

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0224	Natural	Neoplasm	01-13-1968	08-01-2024	None	No
2024-0225	Natural	Cardiac-Hypertension	10-31-1988	08-04-2024	Full	Yes
2024-0226	Natural	Cardiac	03-16-1937	08-05-2024	None	No
2024-0227	Natural	Cardiac	04-28-1936	08-06-2024	None	No
2024-0228	Natural	Dementia-Alzheimers	01-21-1940	08-07-2024	None	No
2024-0229	Natural	Pulmonary-COPD	02-01-1934	08-07-2024	None	No
2024-0230	Natural	Neoplasm	11-21-1983	08-07-2024	None	No
2024-0231	Natural	Renal Disease	01-07-1937	08-08-2024	None	No
2024-0232	Natural	Dementia-Alzheimers	07-03-1930	08-09-2024	None	No
2024-0233	Pending	Diabetes	12-29-1967	08-09-2024	Full	Yes
2024-0234	Natural	Cardiac-Infarct NOS	03-24-1939	08-10-2024	None	Yes
2024-0235	Natural	Cardiac	06-28-1938	08-11-2024	None	No
2024-0236	Natural	Dementia-Alzheimers	03-02-1937	08-12-2024	None	No
2024-0237	Pending	Undetermined/Other	08-06-1986	08-12-2024	Full	Yes
2024-0238	Natural	Dementia-Alzheimers	01-28-1942	08-13-2024	None	No
2024-0239	Natural	Neoplasm	09-24-1947	08-14-2024	None	No
2024-0240	Natural	Pulmonary-COPD	12-12-1939	08-15-2024	None	Yes
2024-0241	Natural	Neoplasm	08-29-1946	08-15-2024	None	No
2024-0242	Natural	Neoplasm	08-28-1956	08-16-2024	None	No
2024-0243	Natural	Cardiac	05-17-1947	08-16-2024	None	No
2024-0244	Natural	Neoplasm	04-28-1961	08-16-2024	None	No
2024-0245	Natural	Dementia-Alzheimers	02-01-1947	08-17-2024	None	No
2024-0246	Natural	Neoplasm	04-15-1940	08-17-2024	None	No
2024-0247	Natural	Cardiac	12-20-1949	08-17-2024	Full	Yes
2024-0248	Natural	Nervous System	09-29-1947	08-18-2024	None	No
2024-0249	Natural	Neoplasm	09-25-1941	08-19-2024	None	No
2024-0250	Natural	Nervous System	06-12-1938	08-23-2024	None	No
2024-0251	Natural	Dementia-Alzheimers	06-18-1933	08-24-2024	None	No
2024-0252	Natural	Neoplasm	02-07-1934	08-26-2024	None	No
2024-0253	Natural	Nervous System	03-23-1925	08-27-2024	None	No
2024-0254	Pending	Undetermined/Other	08-04-1989	08-27-2024	Full	Yes
2024-0255	Natural	Renal Disease	10-28-1929	08-28-2024	None	No
2024-0256	Natural	Neoplasm	02-02-2020	08-29-2024	None	No
2024-0257	Natural	Neoplasm	11-01-1939	08-30-2024	None	No
2024-0258	Natural	Cardiac	05-15-1935	08-30-2024	None	No



***Regional Office of Education  
Grundy-Kendall Counties***

Christopher D. Mehochko  
Superintendent

**MORRIS OFFICE**

1320 Union Street  
Morris, Illinois 60450  
Phone (815) 941-3247  
Fax (815) 941-5384

**YORKVILLE OFFICE**

109 West Ridge Street  
Yorkville, Illinois 60560  
Phone (630) 553-4168  
Fax (630) 553-4152

September 3, 2024

Mrs. Burns and Mrs. Kucharz,

In accordance with Illinois School Code section 105 ILCS 5/3-5, I would like to report under affirmation to the County Board a list of acts as county superintendent for the quarter from June 1, 2024 - August 31, 2024.

Sincerely,

Christopher D. Mehochko  
Regional Superintendent of Schools

**Office activity**

School Bus Driver Trainings: 15  
School Bus Drivers Trained: 223

Finger printings done at 2 offices: 996

Phone Calls Taken: 1,641  
Walk In Patrons Served: 1,719

Registrations for testing at the Professional Training and Testing Center: 237

ParaPro Tests Given:

Truancy Hearings done at both offices: 8

School District Compliance Visits: 6

School Building Health Life Safety Inspections and Occupancy Walk Through: 11

### **Quarter Activity – June 2024**

- June 3 – Morris Elementary Compliance Visit
  - IARSS Compliance Committee Meeting
- June 5- Kendall Y115 Truancy Hearings
- June 6 – Grundy County Supervisors Meeting
  - IARSS Bi-Monthly Meeting
  - Grundy Education/VAC/Personnel Committee Meeting
- June 7 – ROE End of the Year Superintendent’s Meeting
- June 11- Truancy Court Kendall County
- June 12 – Lisbon Compliance Visit
  - Nettle Creek Compliance Visit
  - IEMA/FEMA Training Gardner Grade, Braceville, S. Wilmington, GSWHS
- June 13- IEMA/FEMA Evaluation Gardner Grade, Braceville, S. Wilmington, GSWHS
- June 14 – PAASSS Meeting
- June 18 – Braidwood Nuclear Plant Pre-Exercise
  - Newark High School Compliance Visit
  - GSW Compliance Visit
  - MVK Compliance Visit
- June 20 – Safety Workshop at Minooka Intermediate School
- June 24 – Administrator Academy Minooka South Campus
  - WIOA Executive Board Meeting
- June 25- Grundy Truancy Interviews
- June 27 Grundy Truancy Interviews

### **Quarter Activity – July 2024**

- July 1 - Grundy County Education, VAC, Personnel Committee Meeting
- July 5- Kendall Truancy Court
- July 8-9 IARSS Annual Meetings Springfield
- July 10 – Grundy LEPC Meeting
- July 16 – Braidwood Power Plant Exercise (postponed)
- July 17 – Grundy Special Education Cooperative Governing Board Meeting
- July 18 – Grundy County Supervisors Meeting
  - PDA Audit Exit Conference
  - ISBE Bi-Monthly Meeting
- July 19- Kendall Truancy Court
- July 22 – UCCI for Kendall County
- July 23 – Grundy County Quarterly Meeting
- July 24 – Kendall County Department Head Meeting
  - Occupancy Yorkville

- July 25 – STIC Webinar
- July 30 – United Way Ribbon Cutting Ceremony
  - Kendall Truancy Court

### **Quarter Activity – August 2024**

- August 2 – Occupancy Walk Through Minooka High School
- August 5 – Virtual IARSS Safety Committee Meeting
- August 6 – HLS Inspector Training
  - Kendall County National Night Out
  - Kendall Truancy Court
- August 8 – Occupancy Walk Through Morris High School
  - Occupancy Walk Through Coal City Schools
  - Child Advocacy Center Board Meeting
- August 9- Plano Occupancy
- August 13 – Occupancy Walk Through Minooka High School
- August 15 – ISBE Listening Session
  - ISBE Bi-Monthly Meeting
- August 16 – HLS Projects Discussion Morris High School
- August 20 – Grundy County Special Education Cooperative Governing Board Meeting
  - Autumn Creek Occupancy
- August 22 – IARSS HLS/Compliance Strategic Planning Meeting
- August 27- HLS Refresher Training
- August 28 – Grundy Kendall ROE Superintendents Breakfast Meeting
  - FY24 Audit Preparation Meeting

# Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

## Emergency Management Report

**AUGUST 2024**

### ○ **KCEMA Operations**

- 2024 EMPG grant was submitted
- 2025 EMA County budget was submitted
- Extreme heat hit the area the last week of August with temperatures hovering close to 100 degrees.
- Toured the Braidwood Nuclear Power Plant
- Participated in the Sheriff's Office National Night Out event on August 6<sup>th</sup>

### ○ **CERT Classes**

- CERT Graduation took place on Tuesday August 27<sup>th</sup>, because of the extreme heat Oswego Fire Department was gracious enough to offer up their community room to run the exercise instead of being held outside at the PSC. 16 students participated. 6 were from the Sheriff's Youth Academy.

### ○ **Festival Season**

- The UCP and in some cases, KCEMA volunteers, were at various summer festivals month.
  - 08/01/24 – Kendall County Fair
  - 08/06/24 – National Night Out
  - 08/16/24 – Montgomery Fest

### ○ **Meetings/Training/Volunteers/Details**

- KCEMA Leadership Meetings
- Recovery/Resilience Monthly Learning Sessions
- Starcom/IPAWS Monthly Testing
- 08/19/24 – EMA Volunteer business meeting/training

To: Law, Justice and Legislation Committee Board Members  
 Kendall County Board  
 Kendall County, Illinois

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov  
 dgillette@kendallcountyil.gov

**MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER**

**AS OF SEPTEMBER 2024**

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
<b>Criminal Felony:</b>	<b>164</b>	<b>206</b>	<b>264</b>			<b>17</b>	<b>109</b>	
Class M-	4	5						
Class X-	20	24	8			1		
Class 1-	13	29	15			1		
Class 2-	50	50	57			1		
Class 3-	20	37	68			4		
Class 4-	57	61	122		1	10		
<b>MX/SVP/Post C.:</b>	<b>1</b>	<b>1</b>						
<b>Criminal CM:</b>	<b>32</b>	<b>39</b>	<b>91</b>	<b>31</b>	<b>78</b>	<b>28</b>		
<b>Criminal DUI/DT:</b>	<b>16</b>	<b>2</b>	<b>7</b>	<b>30</b>	<b>31</b>	<b>12</b>	<b>37</b>	
<b>Criminal DV:</b>	<b>5</b>	<b>5</b>	<b>6</b>	<b>37</b>	<b>44</b>	<b>21</b>	<b>16</b>	
<b>Traffic Offenses (TR):</b>	<b>17</b>	<b>21</b>	<b>49</b>	<b>20</b>	<b>77</b>	<b>21</b>	<b>33</b>	
<b>Traffic Offenses (MT):</b>	<b>12</b>	<b>3</b>	<b>26</b>	<b>120</b>	<b>135</b>	<b>84</b>	<b>108</b>	
<b>Juvenile JA/Truancy JV:</b>			<b>7</b>	<b>39</b>	<b>54</b>	<b>48</b>	<b>29</b>	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
<b>Juvenile JD:</b>			<b>4</b>	<b>12</b>	<b>58</b>	<b>20</b>	<b>30</b>	
Class X-					1			
Class 1-					2			
Class 2-			1		5			
Class 3-				3	15	5		
Class 4-			2	3	8	5		
CM-			1	6	27	10		
<b>Criminal Contempt:</b>			1					<b>1</b>
<b>Civil Law/Other:</b>								
<b>Conditions Call Only:</b>								<b>27</b>
Total Open/Sept.-24:	<b>247</b>	<b>277</b>	<b>461</b>	<b>289</b>	<b>477</b>	<b>251</b>		<b>_____</b>
Total Open/Aug.-24:	<b>254</b>	<b>298</b>	<b>438</b>	<b>315</b>	<b>478</b>	<b>486</b>		<b>2,269</b>
Total Closed/Aug.-24:	<b>50</b>	<b>56</b>	<b>92</b>	<b>50</b>	<b>61</b>	<b>66</b>		<b>375</b>
Total New Files-Aug.-24:	<b>46</b>	<b>27</b>	<b>50</b>	<b>89</b>	<b>119</b>	<b>83</b>		<b>414</b>

## Kendall County Job Description

**TITLE:** Finance Analyst  
**DEPARTMENT:** Administrative Services  
**SUPERVISED BY:** Deputy County Administrator  
**FULL TIME/PART TIME:** Full Time  
**FLSA STATUS:** Non-Exempt  
**APPROVED:** TBD

I. **Position Summary:**

Under the supervision of the Deputy County Administrator, the Finance Analyst is responsible for performing accounts payable duties such as ensuring that all vendor invoices are accurately recorded and paid on time, as well as maintaining accurate records in Kendall County's accounting system. The Finance Analyst is also responsible for analyzing accounts payable data; preparing financial reports; and utilizing accounts payable data to identify trends, inefficiencies, and opportunities for improvements and/or cost savings.

II. **Essential Duties and Responsibilities:**

- A. Performs account payable duties including, but not limited to the following:
1. Receives and verifies invoices for payment;
  2. Reviews vendor statements and works with applicable department and/or elected office to resolve accounts payable transaction discrepancies;
  3. Ensures expenditures are charged to appropriate accounts;
  4. Reviews the availability of funds for payment of invoices;
  5. Maintains and reconciles accounts payable ledger to validate charges and to ensure accurate and timely payments;
  6. Reviews vendor statements for problems and works with applicable department and/or elected office to resolve problems;
  7. Processes accounts payable invoices;
  8. Complies with the issuance of 1099s, including verifying names, addresses, social security numbers, and the printing/sending and filing with the federal government;
  9. Communicates with vendors, as needed, and investigates and resolves discrepancies in billings and payments; and
  10. Serves as the subject matter expert in the development, implementation, and administration of the County's accounts payable systems.
- B. Implements technology initiatives as it relates to accounts payable and procurement.
- C. Assists in developing, documenting, implementing, and monitoring internal financial and accounts payable controls, policies, and procedures.
- D. Utilizes accounts payable data to identify trends, inefficiencies, and opportunities for improvements and/or cost savings.
- E. Analyzes and reports buying patterns, performance indicators, and financial metrics, and relays conclusions to management.
- F. Researches and prepares financial reports and projects and presents technical data to management and the Kendall County Board.
- G. Assists in preparation of year end reports.
- H. Files all required reports with various Federal, State, and local agencies, as required.
- I. Develops, organizes, and maintains files, documents, and materials related to financial and budgetary practices according to Kendall County policies.
- J. Remains current on finance and budget related information, updates, and other professional literature.

## Kendall County Job Description

- K. Attends meetings, conferences, workshops and training sessions as approved or assigned.
- L. Participates in Kendall County Board and Committee meetings as requested, both during and after business hours.
- M. Handles confidential matters daily relating to all functions of Administrative Services, the Kendall County Board, and its committees, and maintains confidentiality of said information.
- N. Complies with all applicable federal and state laws and regulations regarding or relating to assigned job duties including, but not limited to the Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.
- O. Complies with all applicable policies and procedures regarding or relating to assigned job duties.
- P. Maintains regular attendance and punctuality.
- Q. Performs other duties as assigned.

### III. Supervisory Responsibilities.

This job has no supervisory responsibilities.

### IV. Qualifications:

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

#### A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents and correspondence.
3. Ability to prepare and present clear, concise administrative and financial reports.
4. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials and department heads, in both one-on-one and group settings.
5. Requires proficient knowledge of the English language, spelling, and grammar.

#### B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to interpret an extensive variety of technical instructions in mathematical or diagrammatic form and deal with several abstract and concrete variables.
3. Ability to exercise independent judgment in gathering and analyzing complex data utilizing statistical methods and a cost center analysis.
4. Ability to skillfully perform detailed statistical analysis of budget activities.
5. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
6. Ability to read and understand workplace data, such as forms, tables, graphs, schedules etc.

#### C. Reasoning Ability:

1. Basic understanding of, and ability to conduct cost-benefit analysis.
2. Ability to interpret financial data contained in reports and ledgers.
3. Ability to analyze situations to identify problems, identifying sources of obstacles, and evaluate possible solutions.
4. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.



## Kendall County Job Description

5. Ability to deal with problems involving several concrete variables in standardized situations.

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

1. Any and all certificates and registrations as required for the specific duties performed.

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

1. Proficient in accounts payable software.
2. Thorough understanding of the principles of accounts payable and financial analysis.
3. Thorough understanding of accounting and budgeting principles.
4. Strong organization and multi-tasking skills.
5. Ability to carry out duties with minimal supervision.
6. Ability to research materials and develop reports from information gathered.
7. Ability to maintain confidentiality.
8. Comprehensive understanding of the accounts payable, budget, and finance field and application of advanced principles, techniques, and theory.
9. Excellent prioritization skills and the ability to meet deadlines.
10. The ability to display a positive, cooperative, professional, and team-orientated attitude even in stressful situations.
11. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
12. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint.
13. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
14. Skills in operating a personal computer, facsimile machine, and copier.

### **F. Education and Experience:**

1. A Bachelor's degree from an accredited college or university or commensurate experience is preferred. Preferred areas of study/experience are Accounting, Finance, Economics, or related field.
2. At least three (3) years of prior work experience involving accounts payable systems and/or analytical research and reporting of complex financial data is required.

### **G. Physical Demands:**

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

1. Frequently sit for long periods of time at a desk or in meetings.
2. Regularly use computers and other electronic equipment to perform assigned job duties.
3. Occasionally lift and/or move up to 40 pounds.
4. Frequently lift and/or move up to 10 pounds.
5. Use hands to finger, handle, or feel.
6. Reach, push, and pull with hands and arms.
7. Specific vision abilities including close and distance vision, as well as depth perception.
8. Travel independently to other County office buildings and to other locations throughout Kendall County and the Chicago region to perform assigned job duties.

## Kendall County Job Description

**V. Work Environment:**

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

- A.** Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County and the Chicago region to perform assigned job duties.
- B.** The noise level in the work environment is usually quiet to moderately quiet.
- C.** Employee may be exposed to stressful situations while working with staff, department heads, elected officials, vendors, and the general public.
- D.** Employee may be required to provide their own transportation to travel to and from meetings, training, conferences, etc.
- E.** Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.

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

\_\_\_\_\_  
**Employee Receipt Acknowledgement & Signature**

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

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

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

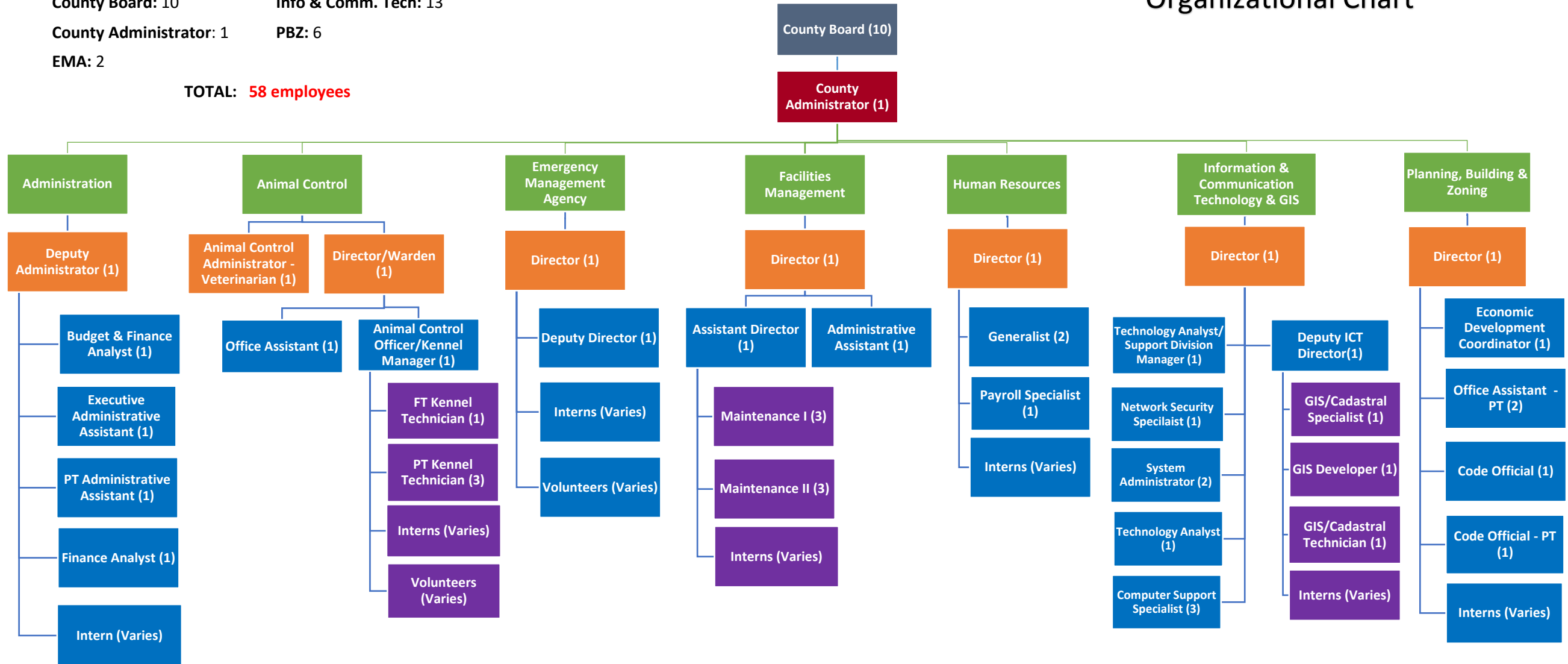
**cc: personnel file, employee**

**APPROVED HEADCOUNT**

Administration: 5      Facilities: 9  
 Animal Control: 8      Human Resources: 4  
 County Board: 10      Info & Comm. Tech: 13  
 County Administrator: 1      PBZ: 6  
 EMA: 2

**TOTAL: 58 employees**

# Kendall County, Illinois Organizational Chart



All positions listed are full-time unless otherwise noted above.

Approved: 05/21/2024 (Revised: In Progress)