



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Tuesday October 15, 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 September 17, 2024 (pg.3)
 - B. Approval of Standing Committee minutes (pg.7)
 - C. Approval of Release the Minutes of the Planning, Building and Zoning Committee's Executive Session of October 7, 2024
 - D. Approval of Claims in the amount of \$1,404,885.01 from October 15, 2024
 - E. Approval of Business Associate Agreement Between Kendall County and the Intergovernmental Personnel Benefit Cooperative (pg.31)
 - F. Approval of Revised Address and Name Change Form (pg.38)
 - G. Approval of Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook) effective January 1, 2025 (pg. 40)
 - H. Approval of Revised Policy Against Unlawful Discrimination, Harassment, and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective January 1, 2025 (pg.44)
 - I. Approval of Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook) effective January 1, 2025 (pg.53)
 - J. Approval of Revised Organizational Chart and Headcount (pg.59)
 - K. Approval of Petition 24-22, from Leo M. Phillipp for a Map Amendment Rezoning 10835 Legion Road, Yorkville, in Kendall Township (PIN: 05-08-301-002) from A-1 Agricultural District to R-1 One-Family Residential District (pg.61)
 - L. Approval of the 2025 Comprehensive Noxious Weed Work Plan (pg.67)
 - M. Approval of Petition 24-21, A Request from Scott L. and Cheryl A. Hill on Behalf of the Hill Living Trust for a Map Amendment Rezoning the Property Between 15715 and 15609 Miller Road, Plano, in Little Rock Township (PIN: 01-09-401-013) from A-1 Agricultural District to R-1 One-Family Residential District and a Variance to Section 8:02.D.1 of the Kendall County Zoning Ordinance Reducing the Required Minimum Width of a Lot at the Building Line from 200 Feet to 40 Feet (pg.69)
 - N. Approve the Intergovernmental Agreement between Kendall County and Cook County for the housing of Cook County inmates within the Kendall County Jail. The per diem rate is increasing to \$75.00 a day, and the agreement is set to expire on November 30, 2026, unless terminated by either party prior to that date with thirty days' notice (pg.76)
 - O. Approval of an Ordinance for the Establishment of Altered Speed Zones on Various Township Roads (Ashe Road) (pg.85)
 - P. Approval of a Resolution awarding contracts to the low bidders for the following projects: (pg.86)
 - 20-00158-00-DR to D Construction, Inc. in the amount of \$2,549,452.30
 - 22-04115-00-BR to Riber Construction, Inc. in the amount of \$665,874.48
 - 23-00173-00-BR to D Construction, Inc. in the amount of \$1,811,115.38
 - Q. Approval of a Resolution granting authority to the Sheriff to purchase a used corrections van on behalf of the Kendall County Board not to exceed \$65,000 (pg.87)
 - R. Approval of a Resolution granting authority to Facilities Director to purchase a used van on behalf of the Kendall County Board not to exceed \$50,000 (pg.89)
 - S. Approval of an Intergovernmental Agreement for Administrative and Financial Services Between Kendall County and the Kendall County Forest Preserve District (pg.90)

10. New Business

11. Elected Officials and Department Reports

- A. Sheriff (report included in packet) (pg.100)
- B. County Clerk and Recorder (report included in packet) (pg.106)
- C. Treasurer (report included in packet)(pg.107)
- D. Clerk of the Court
- E. State's Attorney
- F. Coroner (report included in packet)(pg.108)
- G. Health Department
- H. Supervisor of Assessments
- I. Regional Office of Education
- J. EMA (report included in packet)(pg.110)
- K. Public Defender (report included in packet)(pg.111)
- L. VAC

12. Standing Committee Reports

- A. Planning, Building and Zoning- Approval of Petition 24-14, A Request from Tim O'Brien on Behalf of Seward Township for an Amendment to the Future Land Use Map Contained in the Land Resource Management Plan by Adopting a New Future Land Use Map for Seward Township and Related Text Changes(pg.113)

13. Special Committee Reports

14. Liaison Reports

15. Other Business

16. Chairman's Report

Appointments

Andrew Steinbach (Member at Large) – KenCom Executive Board – No Term Limit

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
REGULAR SEPTEMBER MEETING
September 17, 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, September 17, 2024, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Jason Peterson, Ruben Rodriguez, Brooke Shanley, and Seth Wormley. Member(s) absent: Dan Koukol.

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.

INVOCATION

Vern Fatima from Grace Community Church and the Chaplin program gave the invocation.

THE AGENDA

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

CONSENT AGENDA

Member Peterson moved to approve the consent agenda.

- A. Approval of County Board minutes from August 07, 2024, and from August 20, 2024
- B. Approval of Standing Committee minutes
- 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
- 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
- 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
- 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
- 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: 06-07-374-004 and 06-07-374-005) in Na-Au-Say Township; Properties are Zoned RPD-2
- 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)
- J. Approval of the 5-Year Surface Transportation Program 2025-2029
- 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

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

C) COMBINED CLAIMS: ADMIN \$414.56; ANML CNTRL WRDN \$3,089.74; ASSMNTS \$29,092.49; CAMEXP \$3,293.94; CIR CLK \$929.55; CIR CRT JDG \$4,399.88; CMB CRT SRVCS \$168.09; CRRCTNS \$10,748.18; CNTY BRD \$713,622.82; CNTY CLK \$2,229.18; HIGHWY \$715,663.20; CNTY TRSR \$6,382.89; ELCTNS \$272.25; EMA \$3,012.64; FCLT MGMT \$7,911.91; GIS COORD \$253.13; HLTH & HMN SRV \$99,392.30; HR \$42.28; JRY COMM \$18,016.28; PBZ SR PLNNR \$3,498.00; PBZ \$1,258.64; PRSDNG JDG \$323.15; PROB SPVSR \$12,546.58; PUB DEF \$23,814.99; ROE \$1,649.81; SHRF \$16,598.25; ST ATTNY \$766.96; TECH \$8,945.26; UTIL \$34,717.60; VET \$2,720; FP \$15,744.83; SHF \$23,118.02; SHF \$29,503.02

COMBINED CLAIMS: ADMIN \$9,229.41; ASSMNTS \$39,176.00; CIR CLK \$16,330.03; CIR CRT JDG \$6,375.96; CMB CRT SRVCS \$25,985.72; CONTSVS \$5,000.00; CONER \$9,278.75; CRRCTNS \$53,095.94; CNTY ADMIN \$42.56; CNTY Co Board 9/17/2024

BRD \$123,921.85; CNTY CLK \$475.79; HIGHWAY \$67,012.97; CNTY TRSR \$3,214.00; ELCTNS \$15,538.26; EMA DIR \$75.60; EMA \$533.21; FCLT MGMT \$47,022.01; GIS COORD \$1,120.33; HLTH & HMN SRV \$14,028.49; JRY COMM \$557.28; MERIT \$69.85; PBZ \$1,994.35; PRSDNG JDG \$7,952.41; PROB SPVSR \$10,188.02; PUB DEF \$144.29; ROE \$7,769.35; SHRF \$70,566.91; ST ATTNY \$834.06; TECH \$11,971.54; TRES \$493.90; UTIL \$29,550.47; VET \$4,524.14; FP \$49,716.21; SHF \$54,762.69; SHF \$25,747.25

- D) A complete copy of IGAM 24-25 is available in the Office of the County Clerk.
- E) A complete copy of Resolution 24-23 is available in the Office of the County Clerk.
- F) A complete copy of Ordinance 24-29 is available in the Office of the County Clerk.
- G) A complete copy of Ordinance 24-30 is available in the Office of the County Clerk.
- H) A complete copy of Ordinance 24-31 is available in the Office of the County Clerk.
- I) A complete copy of IGAM 24-26 is available in the Office of the County Clerk.

NEW BUSINESS

County Code

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

The ordinances will be on the website in a searchable format.

A complete copy of Ordinance 24-32 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Richardson reviewed the report in packet.

County Clerk & Recorder

Revenue Report		8/1/24-8/31/24	8/1/23-8/31/23	8/1/22-8/31/22
Line Item	Fund	Revenue		
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

County Clerk Debbie Gillette spoke about the upcoming election.

Treasurer

Report is in the packet.

Clerk of the Court

Circuit Clerk Matt Prochaska reviewed the report in the packet as spoke about the new manual of recordkeeping.

State's Attorney

State's Attorney Eric Weis spoke about working with the Sheriff's Office and reported that their case numbers are still up.

Coroner

Coroner Jacquie Purcell reviewed the report.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti informed the board that assessment notices are in the mail and the last day to file an appeal is October 21st.

Regional Office of Education

Superintendent Chris Mehochko informed the board that he will be retiring in February of 2025.

EMA

Director Roger Bonuchi informed the board of the upcoming MOUs and the nuclear exercise.

VAC

Superintendent Tim Stubinger provided a report on assistances provided to the community.

STANDING COMMITTEE REPORTS

Human Resource

Finance Analyst

Member Gengler moved to approve the Finance Analyst Job Description. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Organizational Chart

Member Flowers moved to approve the Organizational Chart. Member Bachmann seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Member Bachmann reported that the Connect Kendall County Commission is taking care of the grant requirements.

CHAIRMAN'S REPORT

Chairman Kellogg stated that budget hearings are on Friday and the State of the County on September 26, 2024.

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

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)

ADJOURNMENT

Member Gengler 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 1st day of October 2024.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

HIGHWAY COMMITTEE MINUTES

DATE: September 10, 2024
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Zach Bachmann, Ruben Rodriguez & Dan Koukol
STAFF PRESENT: Michele Riley and Francis Klaas
ALSO PRESENT: P.J. Fitzpatrick

The committee meeting convened at 3:35 P.M. with roll call of committee members. DeBolt and Gengler absent. Quorum established.

Motion Koukol; second Rodriguez, to approve the agenda. Motion approved unanimously.

Motion Rodriguez; second Koukol, to approve the Highway Committee minutes from August 13, 2024. Motion approved unanimously.

The latest update to the 5-Year Surface Transportation Program 2025-2029 was presented to the committee. Koukol asked if the intersections of Plainfield & Schlapp and Plainfield & Collins were included in the plan. Klaas confirmed that they were. Koukol was planning to stop in and discuss the project with the property owner at the Schlapp intersection. Klaas indicated that the proposed roundabout at the intersection of Little Rock Road and Creek Road was back in the program. He also discussed that there were significant funds – about \$20 million – in the plan that was unsecured for the Ridge Road widening from Caton Farm Road to Plainfield Road. In general terms, he stated that the 5-Year Plan should show about \$60 to \$70 million in county funds, based on the annual revenues. The current plan falls right in that sweet spot at about \$65 million.

Rodriguez asked about the big spike in expenditures for 2029. He confirmed that this was because of the unsecured funds for the Ridge Road project. He asked what “PE” stood for. Klaas responded that it stood for preliminary engineering. He also asked what “HMA” stood for. This means hot mix asphalt (resurfacing). Rodriguez was also interested in the forecasting and actual expenditures for projects. He was curious about how the County performed on certain projects, based on the original projections. Klaas indicated that there wasn’t a lot of accurate data on that except for more recent years. Rodriguez pointed out that there were many projects funded with Transportation Sales Tax Funds, but only 4 with Federal & State funding. Klaas discussed some of the strategies that he uses for programming projects. Motor Fuel Taxes are generally used for routine resurfacing and maintenance projects, as this requires very little coordination with IDOT. Transportation Sales Taxes are used for everything because they are local funds and require no coordination with IDOT. Federal and other State funds are generally used on complicated projects that will be managed with engineering consultants. This keeps the count for necessary full-time County employees to a minimum. Klaas added that the County has access to many really good consultants in northeast Illinois with expertise in every area of construction. This puts the County in a good position to balance projects managed by the Highway Department and those managed by consultants.

Koukol asked about the number of crashes at Galena Road and Little Rock Road. Klaas couldn't remember the exact number. Koukol was surprised at the number of crashes there because it is such a wide-open area. He thought a roundabout at that location would work well. Klaas discussed the different emphasis of the roundabout there as compared with the one at Little Rock & Creek Road. The former would serve to improve traffic flow, as that intersection has a very high volume at peak hour; whereas the one at Little Rock & Creek would be more focused on traffic safety. Bachmann emphasized the number of crashes at Plainfield & Schlapp (26). He also discussed the Grove & Route 52 intersection improvement and wondered what type of improvement might be put in there. Koukol was curious as to how much money the County would have to put into that improvement. Klaas reiterated that IDOT was the lead agency for the project. He wasn't sure what type of improvement it would be, based on others in the area; but had programmed the improvement for 2027 in our 5-Year Plan. Upon further consideration, motion Bachmann; second Rodriguez to recommend approval of the 5-Year Plan to the County Board. Motion approved unanimously.

In other business, Rodriguez asked about the inventory of plow trucks at the Highway Department. Klaas stated that the current strategy is to buy a new truck and get rid of an old truck every year. With a total inventory of 10 trucks, this will keep the fleet at less than 10-years old. Rodriguez asked what was done with the old trucks. Klaas said that sometimes they are traded in. Other times they have been sold to other governmental agencies. He added that the tough part is getting a commitment to build a truck. Koukol wondered why Bonnell is so far behind in truck building. The committee discussed different truck building companies in the area, and the ongoing trouble with scheduling the buildouts. Bachmann asked if there would be any interest in other County departments getting the old Highway Department trucks. Klaas didn't they would be interested as they would generally be too big for the other Departments needs.

Motion Koukol; second Rodriguez, to forward Highway Department bills for the month of September in the amount of \$67,012.97 to the Finance Committee for approval. Motion approved unanimously.

Motion Koukol; second Rodriguez to adjourn the meeting at 3:57 PM. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Approval of the 5-Year Surface Transportation Program 2025-2029

HIGHWAY COMMITTEE MINUTES

DATE: October 8, 2024
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Zach Bachmann, Brian DeBolt, Ruben Rodriguez, Dan Koukol, & Scott Gengler
STAFF PRESENT: Michele Riley, John Burscheid, and Francis Klaas
ALSO PRESENT: Randy Roberts

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

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

Motion Rodriguez; second DeBolt, to approve the Highway Committee minutes from September 10, 2024. Motion approved unanimously.

Motion DeBolt; second Koukol to recommend approval of a resolution awarding contracts to the low bidders for the following projects:

20-00158-00-DR to D Construction, Inc. in the amount of \$2,549,452.30
22-04115-00-BR to Riber Construction, Inc. in the amount of \$665,874.48
23-00173-00-BR to D Construction, Inc. in the amount of \$1,811,115.38

Klaas described the projects that were bid and how the low bids compared to the engineer's estimate.

Gengler arrived at 3:35 PM.

Discussion was held about the new style of bridge to be built on Wheeler Road – that being a press-brake tub girder style bridge. All metal components of this bridge will be hot-dip-galvanized, which should make the bridge last for 100 years. Klaas also discussed the proposed bridge replacement on Caton Farm Road. This bridge will be a traditional I-beam and poured deck bridge; but it will have a 90-day closure restriction for Caton Farm Road. DeBolt asked how long the proposed detour route would be. Klaas stated that the detour would be north 1 mile to Walker Road and then over to Schlapp Road; so not very long. The township and City of Joliet have approved this detour route. Koukol pointed out the disparity in the bids for N. Johnson Street. There was a very wide swing in the low bid to the high bid. He was concerned that D Construction might get too much work and have trouble finishing all the projects. Upon consideration, committee unanimously approved the motion by voice vote.

Motion DeBolt; second Rodriguez to recommend approval of an Ordinance for the establishment of altered speed zones on various township roads (Ashe Road). Klaas reminded the committee that the County Board sets speed limits on township highways. Bristol Township has asked the County to look at Ashe Road between Galena Road and Baseline Road. Bachmann asked what the current speed limit is on this road. Klaas stated that it is unposted, and so by Illinois Law

would have a maximum speed limit of 55 mph. Klaas also stated that the Highway Department had performed a speed study and is recommending a maximum speed limit of 45 mph. DeBolt indicated that traffic is going very fast northbound on Eldamain Road, and when they cross Galena Road, they come upon a residential subdivision that accesses Ashe Road on the left. There have been some near misses at this location according to DeBolt. Rodriguez also thought that there had been a bad accident at Eldamain and Galena just recently. DeBolt added that there is truck traffic on Eldamain Road that uses Ashe Road to continue north to Jericho Road. Klaas stated that they shouldn't be doing that because Bristol Township has a "No Trucks" sign just north of Galena Road. Koukol added that this is not a unique problem. Trucks are also using a shortcut through the Ogden Falls Subdivision near Route 30 & Route 34 in order to continue east on Route 30. DeBolt asked if Kane County was going to follow suit (speed limit) on their part of Ashe Road. Klaas said that the Highway Department had talked to them, and he didn't think that they were inclined to do it. He pointed out that Kane's part is straighter and has less conflicts. DeBolt asked when the new speed limit signs would be erected. Klaas indicated that it could be done as soon as the County Board approves. Gengler wondered where the signs would go. Klaas said that there would be signs immediately north of Galena and just south of Baseline. Motion approved unanimously by voice vote.

In the Chairman's Report, Bachmann wanted to discuss the recent petition from Seward Township regarding an amendment to the Seward Township map contained in the Land Resource Management Plan and how this relates to the County's plan to widen Ridge Road. DeBolt wondered if the township wanted to keep everything ag, while everyone else wanted to make it business. Gengler thought that they just wanted to keep their map separate from the rest of the Plan. Koukol stated that the County has money in 2025 for the update to the Land Resource Management Plan. If the County adopts Seward's map, it's going to make it look like the County is not supportive of new industry along the Ridge Road corridor. He also thought that it was just a small group of people who want to isolate the township and keep it rural or agricultural. Koukol reminded the committee that he had recommended an extension of the time to review this proposal, but the township wouldn't come to the table. Finally, he wanted the plans to mesh so there wouldn't be problems down the road. He also stated that if the municipalities annex, the County and township won't have any say in the matter anyway. DeBolt confirmed that there were people in the township that don't want to change the rural nature of the township. Gengler confirmed that the township wants to change the map for the entire township. Bachmann understood that they wanted to make most of the township ag zoning. Gengler stated that they did want to change some of the residential zoning back to ag. Rodriguez thought that the Plan update process would include conversations with all the townships. He thought it was too bad that it was starting with this animosity. Koukol indicated that the township was not represented at the PB&Z meeting, and he wished they had pulled their petition, because he believed they would get a negative vote at the County Board. Bachmann perceived that they were asking for something that was against their best interest. Rodriguez discussed the various municipal land plans in the area and how they don't really jive with each other either. Koukol thought that Joliet, Minooka, and Shorewood were going to come in at one time and discuss some of these plans, but there is apparently no momentum for this anymore. Gengler reiterated that the County and Township really aren't going to have any control anyway if these properties are annexed.

In Other Business, Rodriguez wondered if contractors looked at the 5-Year Plan when they were submitting bids. Klaas stated that the 5-Year Plan and the bidding process are two completely

separate things. The 5-Year Plan is more of a planning tool, while the bidding is concrete work that is to be done. Engineers and consultants look at the 5-Year Plan. Contractors just look at projects that are published for bidding.

DeBolt asked when the N. Johnson Street project would start. Klaas indicated that tree removal and utility relocation will occur this fall/winter and construction should start in the spring. DeBolt also asked if the Highway Department was communicating with the Villages of Newark and Millington since Fox River Drive is an important route between these two communities. Klaas stated that the engineering consultant, EEI, had prepared the County's plans for this road improvement, and they are also Newark's municipal engineer. So Newark, at least, was very aware of this project. He also indicated that he had spoken with the Village President of Millington about the project. Finally, he stated that the road would not be closed during construction, so that the public, including grain trucks, would be able to get through.

Motion DeBolt; second Gengler, to forward Highway Department bills for the month of October in the amount of \$673,922.40 to the Finance Committee for approval. Klaas warned the Committee that the Maintenance of Equipment line item in the Highway Fund will be way over budget. The overall fund balance, however, will be close to original budget. Committee also discussed the new space from the vacated bus barn and the recent repairs made to the salt storage igloo. Motion approved unanimously.

Randy Roberts, Village of Millbrook Trustee, asked about the status of the traffic investigation for Fox River Drive through Millbrook. He discussed some of the difficulties in managing traffic and speed on Village Streets. The Village is also working with the Kendall County Sheriff's Department in regard to some of these matters. Klaas said that the Fox River Drive matter is still on his desk, and he will get back to it yet this month.

Motion Gengler; second Rodriguez to adjourn the meeting at 4:02 PM. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Resolution awarding contracts to the low bidders for the following projects:
 - 20-00158-00-DR to D Construction, Inc. in the amount of \$2,549,452.30
 - 22-04115-00-BR to Riber Construction, Inc. in the amount of \$665,874.48
 - 23-00173-00-BR to D Construction, Inc. in the amount of \$1,811,115.38
2. Ordinance for the establishment of altered speed zones on various township roads (Ashe Road)

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 September 9, 2024

CALL TO ORDER

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

ROLL CALL

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

Committee Members Absent: Elizabeth Flowers and Brooke Shanley

Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Office Assistant, Dan Kramer, Ann Simmons, Kevin Simmons, Cynthia Lucksinger, and John Stotz

APPROVAL OF AGENDA

Member Koukol made a motion, seconded by Member Rodriguez, to approve the agenda as presented. With a voice vote of three (3) ayes, the motion carried.

APPROVAL OF MINUTES

Member Rodriguez made a motion, seconded by Member Koukol, to approve the minutes of the July 8, 2024, meeting. With a voice vote of three (3) ayes, the motion carried.

PUBLIC COMMENT

Ann Simmons, resident of Bristol, spoke regarding the mowing of Blackberry Oaks Golf Course at 5:00 a.m., using multiple industrial mowers and other equipment. Ms. Simmons stated she contacted the golf course on several occasions and left messages but nothing has been done. Ms. Simmons contacted Mr. Asselmeier regarding the issue at Blackberry Oaks Golf Course and mowing at 5:00 a.m. Mr. Asselmeier suggested Ms. Simmons attend one of the Planning, Building, and Zoning meetings.

Ms. Simmons home is zoned R-1. She looked into the earliest times that a business can operate in a residential area is at 7:00 a.m. and the latest is at 10:00 p.m. She also checked into the maximum decibels for equipment. An industrial gas powered mower goes up to ninety-five (95) decibels. The maximum noise level in a residential area is fifty-five (55) decibels. She stated her neighbors have also reported the issue.

Ms. Simmons also checked with Fox Bend Golf Course in Oswego and they have the same noise ordinances.

Chairman Wormley stated that the golf course is built on A-1 zoned land, which is exempt from the noise ordinance, and will look into finding a way for the golf course to work with the residents.

EXPENDITURE REPORT

Review of Expenditures from July and August 2024

The Committee reviewed the Expenditure Reports from July and August 2024.

Quarterly Expenditure Report

The Committee reviewed the Quarterly Expenditure Report.

PETITIONS

Petition 24-17 Kendall County Planning, Building and Zoning Committee

Mr. Asselmeier summarized the request.

In 2001, through Ordinance 2001-33, Kendall County established pipeline regulations in the Zoning Ordinance.

In May 2024, TC Energy's ANR Pipeline announced a pipeline project in Kendall County. Concerns were raised regarding the proposed depth of the pipelines.

At their meeting on June 10, 2024, the Kendall County Planning, Building and Zoning Committee voted to initiate an amendment to the pipeline depth requirements contained in Section 6:07 of the Kendall County Zoning Ordinance. The proposed changes are as follows:

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)~~ **five (5)** feet of top cover where it crosses pastureland and other agricultural land not comprised of prime soils.
- d. A minimum of ~~three (3)~~ **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 ~~three (3)~~ **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 ~~30 sixty~~ **(60)** inches.

The proposal was sent to the townships and fire protection districts on June 10, 2024. Steve Knutson submitted an email stating that the Fox Township Planning Commission informally found the proposal uncontroversial. This email was provided. No other comments were received.

ZPAC reviewed this proposal at their meeting on July 2, 2024. Discussion occurred regarding the reasons for selecting five feet (5') as the requirement; these included safety, room to bury other infrastructure below the freeze line, and concerns about pipelines flexing. Discussion occurred regarding federal regulations and whether any other counties had similar regulations; it was determined that other counties do not have these regulations because Kendall County was unique with the number of pipelines underground. ZPAC recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Comprehensive Land Plan and Ordinance Committee reviewed this proposal at their meeting on July 24, 2024. Discussion occurred regarding Federal Energy Regulatory Commission requirements, the pipelines paying for inspections, and the need to obtain variances if a project cannot meet the zoning requirements. The Comprehensive Land Plan and Ordinance Committee voted to forward the proposal to the Kendall County Regional Planning Commission by a vote of six (6) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on July 24, 2024. Discussion occurred on who TC Energy was legally; they are TransCanada Energy. Mitchell Schaben from TC Energy was in attendance and had no comments regarding the proposal. Discussion occurred about setting pipelines below the permafrost depth. Discussion also occurred regarding setbacks from pipelines. Staff will be researching this topic, including rationale for establishing the setback for the August Comprehensive Land Plan and Ordinance Committee meeting by contacting the municipalities and neighboring counties. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on July 29, 2024. No one from the public testified at the hearing. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with one (1) member absent. The minutes of the hearing were provided.

The draft ordinance was provided.

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

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley
Nays (0): None

Abstain (0): None
Absent (2): Flowers and Shanley

The motion carried.

The proposal will go to the September 17, 2024, Kendall County Board meeting on the consent agenda.

Petition 24-19 Kendall County Planning, Building and Zoning Department

Mr. Asselmeier summarized the request.

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.

The draft ordinance was provided.

Member Koukol asked if the caretaker applies for the building permit or the disabled veteran. Mr. Asselmeier stated the caretaker can apply for a building permit on behalf of the disabled veteran free of charge. Or the caretaker may apply for a building permit at their place of residence and it would be free of charge.

Member Koukol made a motion, seconded by Member Rodriguez, to forward the amendment to the fee schedule as proposed to the County Board.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (2): Flowers and Shanley

The motion carried.

The proposal will go to the September 17, 2024, Kendall County Board meeting on the consent agenda.

Petition 24-20 Lydia Ramirez

Mr. Asselmeier summarized the request.

On February 19, 2019, the Kendall County Board approved Ordinance 2019-03, granting a special use permit for a banquet facility at 5438 (formerly 5100 block) Schlapp Road in Oswego Township.

On September 20, 2022, the Kendall County Board approved Ordinance 2022-26, amending the site plan, photometric plan, and engineering plans at the subject property.

On or about July 18, 2024, and finalized on September 4, 2024, the Petitioner submitted an application for the following minor amendments to the site plan:

1. Install an eighty foot by twenty-two foot (80' X 22') terrace on top of the existing concrete pad with two inch by ten inch (2" X 10") inch cedar exposed attached to the building. The maximum height of the structure would be thirteen feet (13').
2. Install one (1) maximum six foot (6') tall fireplace under the terrace.
3. Install one (1) twenty-two foot by twelve foot (22' X 12') gazebo by ceremony area. The maximum height of the gazebo would be eleven feet (11'). An image of the gazebo was provided.
4. Instead of gravel, install asphalt on the parking lot and walkway area.
5. Install a fountain in the pond.
6. Install a fence along the western perimeter of the property (the location was unknown).
7. Install two (2) columns near the driveway.

The revised site plan was provided. The location of the fence was not shown on the site plan; the present fence was installed without approval and is in the right-of-way. The site plan also shows six (6) columns near the driveway entrance. Four (4) of the columns are in the right-of-way; Staff is unsure if the remaining two (2) columns are setback the required ten feet (10') from the right-of-way.

The application was provided.

The Petitioners do not plan to change the location of the sign as originally requested in their application and shown on the revised site plan.

Section 13:08.N discuss the requirements for minor amendments. Amendments 1 and 2 are proposed on already impervious surface areas. Amendment 3 would be new impervious area, but the added area is small compared to the existing buildings, driveways, and walkways. Regarding amendment 4, when the stormwater permit was issued, an allowance was made regarding future pavement. Amendment 5 does not impact stormwater. An email from WBK Engineering was provided. Staff cannot comment on amendment 6, because no information was provided regarding the location or description of the fence. Amendment 7 meets for the requirements for qualifying for a minor amendment.

Ordinance 2019-03 already addresses concerns that may arise with the proposed amendments including lighting of signs (Condition 2.H), noise (Condition 2.J), outside music (Condition 2.K), and hours of operation (Condition 2.L). None of these conditions were proposed for amendment presently.

Ordinances 2019-03 and 2022-26 were provided.

A draft minor amendment was provided.

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

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Shanley

The motion carried.

Petition 24-21 Scott L. and Cheryl A. Hill on Behalf of the Hill Living Trust
Mr. Asselmeier summarized the request.

The Petitioners would like a map amendment rezoning approximately thirteen point nine more or less (13.9 +/-) acres located on north side of Miller Road between 15715 and 15609 Miller Road from A-1 Agricultural District to R-1 One Family Residential District in order to build two (2) houses at the property.

In addition to the map amendment, the Petitioners were seeking a variance to Section 8:02.D.1 which requires properties zoned R-1 to be a minimum two hundred feet (200') in width at the building line. The Petitioners were not involved in the division of the property from the larger farm or the annexation of a portion of the larger farm to the City of Plano, which caused the flag lot. The parcel is approximately forty feet (40') wide at the building line.

The application materials and zoning plat were provided.

The property was located between 15715 and 15609 Miller Road on the north side of Miller Road.

The existing land use is Agricultural.

The County's Land Resource Management Plan calls for the property to be Countryside Residential. Plano's Future Land Use Map calls for the property to be Estate Residential.

Miller Road is a Township maintained Minor Collector.

Plano has a trail planned along Miller Road.

There is a wetland (freshwater pond) on the property.

The adjacent land uses are Agricultural and Single-Family Residential.

The adjacent properties are zoned A-1 and R-3 in the County and AG-1 inside Plano.

The County's Future Land Use Map calls for the area to be Countryside Residential (Max 0.33 DU/Acre). Plano's Future Land Use Map calls for the area to be Estate Residential (Max 0.8 DU/Acre) and Low Density Residential (Max 2.25 DU/Acre).

Properties within one half (1/2) mile are zoned A-1, A-1 SU, R-1, R-2, and R-3 in the County and AG-1 inside Plano.

The A-1 special use permits to the east is for a campground (Boy Scout camp).

EcoCAT Report submitted and consultation was terminated; there were protected resources in the area, but adverse impacts were unlikely.

Petition information was sent to Little Rock Township on July 30, 2024. The Township reviewed the proposal at their meeting on August 21, 2024, and recommended approval of the map amendment. The email from the Township was provided.

Petition information was sent to the City of Plano on July 30, 2024. On July 30, 2024, the City of Plano submitted a letter expressing no objections to the proposal. The letter was provided.

Petition information was sent to the Little Rock-Fox Fire Protection District on July 30, 2024. No comments were received.

ZPAC reviewed the proposal at their meeting on August 6, 2024. The Petitioner's Attorney said the property to the north was annexed to Plano as part of a larger residential development that never materialized and how the subject property came into the current configuration. ZPAC recommended approval of the map amendment and variance by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on August 28, 2024. Discussion occurred regarding the driveway. The Petitioner's Attorney explained the history of the larger farm and that the owner of the original farm house and outbuildings and the Petitioners have a use agreement for the road. It was noted that one (1) new house will definitely be built and the son of the Petitioners may build a second house in the future. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of eight (8) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of held a public hearing on the proposal on September 3, 2024. Other than the Petitioner's Attorney, no other members of the public testified at the public hearing. Discussion occurred regarding the potential lot sizes and the reason for the variance. The Petitioner's Attorney explained the history of annexations and development in the area. He also noted the existence of a maintenance agreement for the driveway. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The Petitioners would like to rezone the property in order to build a maximum of two (2) houses on the property. Since an access easement already exists on the west side of the property, a Plat Act Exemption may be used instead of doing a subdivision.

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

There is electricity on the southeast corner of the property. No information was provided regarding wells or septic systems on the property

The property fronts Miller Road. Little Rock Township has permitting authority over access at the property.

A gravel driveway connects the property to Miller Road and serves the adjoining two (2) parcels.

Based on the proposed uses, no new odors are foreseen.

Lighting would be for residential purposes and would have to follow applicable ordinances.

Landscaping would be for residential uses.

No non-residential signage is planned.

The owners of the property would have to follow applicable noise control regulations based on residential uses.

Stormwater control would be evaluated as part of the building permit.

The Findings of Fact for the Map Amendment were as follows:

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

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned agricultural in the unincorporated area and in the City of Plano. There are also R-1, R-2, and R-3 zoned properties in the vicinity.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property consists of marginal farmland and, due to its size, it is not eligible for residential uses without a map amendment.

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

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 Countryside Residential on the Future Land Use Map and the R-1 Zoning District is consistent with this land classification.

The Findings of Fact for the variance were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The subject property was part of a larger farm, which has been divided and a portion of this farm was annexed to the City of Plano, causing the flag shape of the lot.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other R-1 zoned properties that were parts of larger farms, whereby part of the larger farm was annexed to a municipality by a previous owner, could request a similar variance.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The difficulty was created by a previous owner when they divided the larger farm and annexed a portion of the larger farm to Plano.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

Staff recommended approval of the proposed map amendment and variance.

The draft ordinance was provided.

Member Koukol asked if there were any houses currently on the fourteen point nine (14.9) acres of land. Dan Kramer, Attorney for the Petitioner, stated there were no houses currently on the property.

Member Koukol asked where the land would be split. Mr. Kramer answered it would be split at about seven (7) to seven and a half (7.5) acres. Mr. and Mrs. Hill's son would like to build a house at a later date. Mr. and Mrs. Hill will build their house closer to the lake. They will continue to farm the land. There will be two (2) parcels on the land.

Mr. Kramer asked the committee if this Petition can be moved to the October 15, 2024, Kendall County Board meeting. The reason is that the Petitioners would like to obtain an A-1 permit for a storage building prior to constructing the house. They have farming equipment and need a place to store the equipment. The house will not be built for a year or two (2).

Member Koukol made a motion, seconded by Member Rodriguez, to forward this request to the October 15, 2024, Kendall County Board meeting.

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

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Shanley

The motion carried.

The proposal will go to the October 15, 2024, Kendall County Board meeting on the consent agenda.

Petition 24-27 Steve W. Jeffers on Behalf of Revolution Investments, LLC

Mr. Asselmeier summarized the request.

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.

ZPAC recommended approval of the proposal.

Member Rodriguez made a motion, seconded by Member Koukol, to recommend approval of the vacation.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (2): Flowers and Shanley

The motion carried.

The proposal will go to the September 17, 2024, Kendall County Board meeting on the consent agenda.

NEW BUSINESS:

Approval of a Request to Extend the Deadline to Install Landscaping at the Property Between 3900 and 3716 Stewart Road (PIN: 03-24-400-013) in Oswego Township

Mr. Asselmeier summarized the issue.

On April 16, 2024, through Ordinance 2024-12, the County Board approved a special use permit for a landscaping business at the subject property.

Condition 2.O of Ordinance 2024-12 required the installation of the vegetation and materials described in the landscaping plan by September 1, 2024. This condition also allowed the Planning, Building and Zoning Committee to extend this deadline.

On July 22, 2024, the Petitioner's Attorney submitted a request asking for an extension to the landscaping installation requirement until May 1, 2025.

Chairman Wormley suggested setting the deadline to June 1, 2025, due to unpredictable weather.

Member Rodriguez made a motion, seconded by Member Koukol, to approve the extension to June 1, 2025.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (2): Flowers and Shanley

The motion carried.

Approval to Extend the Deadline to Construct and Occupy the Buildings and Install Landscaping at 10744 Route 47 (PIN: 05-28-400-002) in Kendall Township

Mr. Asselmeier summarized the issue.

In June 2023, the Planning, Building and Zoning Committee approved a minor amendment to the special use permit granted by Ordinance 2021-23 allowing a landscaping business at 10744 Route 47.

Among other changes to the original proposal, the minor amendment set a deadline of June 1, 2024, to construct and occupy the building shown on the site plan. The minor amendment also set a deadline of June 1, 2024, for the installation of landscaping.

At their meeting on May 6, 2024, the Planning, Building and Zoning Committee approved an extension to the deadline of both items to December 1, 2024.

On July 22 and 23, 2024, the Petitioner's Attorney submitted a request to extend the deadline to construct and occupy the buildings shown on the site plan and install the landscaping to May 1, 2025.

Chairman Wormley suggested setting the extension date to December 1, 2025.

Member Koukol made a motion, seconded by Member Rodriguez, to approve the extension to December 1, 2025.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Shanley

The motion carried.

Request for Guidance Regarding a Stormwater Management Ordinance Violation at 7821 Route 71, Yorkville (PINs: 02-35-151-017 and 02-34-279-001) in Oswego Township; Committee Could Issue Additional Citations

Mr. Asselmeier summarized the issue.

In November 2023, the County issued a warning notice to the owners of subject property for disturbing more than one (1) acre of ground without a permit as required by the Kendall County Stormwater Management Ordinance.

The matter was not remedied, the court found the property owners guilty, and placed a lien of Eighteen Thousand, One Hundred Dollars (\$18,100) on the property in June 2024.

In July 2024, the owners submitted an application for a stormwater permit. WBK Engineering submitted a response letter requesting additional information. WBK Engineering also performed an inspection at the property at the end of July; the letter to the owner was provided. To date, the property owners have not responded to WBK Engineering's request for more information and clarification of site work.

Also, to date, the first installment of the taxes on one (1) of the parcels remains unpaid.

Staff requested guidance on next steps. In the past, specifically in the case involving 1038 Harvey Road, the County issued additional citations.

Chairman Wormley suggested following Staff's recommendation.

Mr. Asselmeier stated the Department would issue citations.

John Stotz, one of the neighbors, asked what the land usage will be. Mr. Asselmeier stated that, at this time, there is a stormwater violation. There have been allegations of having an illegal banquet facility on the property.

There is still a special use permit from the previous owners for the sale of agricultural products not grown on the premises. If the owners wanted to have a banquet facility or any other special use permit, they would have to apply for one (1). Mr. Asselmeier stated it is not illegal to have a party on their own property. If they start charging money for a banquet facility, it becomes a business, and that activity would be a violation.

Chairman Wormley stated that violations should be watched carefully and would like staff to make a recommendation.

Member Rodriguez made a motion, seconded by Member Koukol for staff to follow through on violations.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Shanley

The motion carried.

Approval of a Quote in an Amount not to Exceed One Thousand Five Hundred Fifty Dollars (\$1,550) from WBK Engineering to Investigate Drainage Issues at 45 Settlers Lane, Oswego (PIN: 06-06-127-012) in Na-Au-Say Township; Related Invoice(s) to be Paid from the PBZ Department's Consultant's Line Item 11001902-63630

Mr. Asselmeier summarized the issue.

On June 4, 2024, the owner of the subject property, Cynthia Lucksinger, spoke at the County Board regarding drainage issues at the property. Ms. Lucksinger followed up with an email to Chairman Kellogg on June 21, 2024.

Staff contacted WBK Engineering to prepare a quote to investigate this matter. WBK proposes to visit the property, determine the extent of improvements, and prepare a summary memo.

Nobody at the County was aware of Kendall County previously undertaking stormwater/drainage work in this area and the County does not historically maintain stormwater/drainage infrastructure inside easements.

To date, there is Five Thousand Nine Hundred Ninety-Four Dollar (\$5,994) remaining in the Consultant's Line Item. The cost to remedy any issues found at the site is unknown.

Cynthia Lucksinger, property owner, spoke about the drainage issues. She stated they lived at the property for nine (9) years. Ms. Lucksinger stated that erosion started last year. It felt like the stormwater management system underground had failed. The ditches around the property have become very deep.

Member Koukol asked if there are any new subdivisions near her. Ms. Lucksinger said there were none, but she also stated that when it rains all the culverts on Abbeyfeale, the next street over from her, have no water going through them. Ms. Lucksinger has a large amount of water going through her property. She also stated that some of the homes on Abbeyfeale have flooded in the past. There is a very large retaining pond at the end of Abbeyfeale and Settlers Lane that backs up to Reservation Road. In the past the pond was always full of water. Now there is very little water in the retaining pond.

Member Koukol asked Ms. Lucksinger if she spoke to the road commissioner of Na-Au-Say Township. Ms. Lucksinger said she has not. Member Koukol stated the county does not normally perform stormwater work on private homes.

Chairman Wormley stated that the only way the County can prove to Ms. Lucksinger that the County doesn't perform work on private property is by having an outside company, WBK Engineering, to investigate this matter. WBK proposes to visit the property, determine the extent of improvements, and prepare a summary memo.

Chairman Wormley stated that Kendall County has never worked on her property. The State's Attorney has gotten involved and would like to receive a review of the data that is found by an investigation. Chairman Wormley stated he doesn't want to set a precedent for the County to work on private property. WBK Engineering will investigate this matter.

Member Rodriguez asked Ms. Lucksinger if her home was flooded from this issue. Ms. Lucksinger stated that her home was not flooded.

Member Rodriguez made a motion, seconded by Member Koukol, to approve the quote and scope of work.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Shanley

The motion carried.

Approval of an Agreement with Teska Associates, Inc. for Planning Services for a Period of One Year at a Cost Not to Exceed One Hundred Seventy-Five (\$175) Per Hour; Related Invoices to be Paid from the Planning, Building and Zoning Department's Consultant Line Item (11001902-63630)

Mr. Asselmeier summarized the issue.

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 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.

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

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (2): Flowers and Shanley

The motion carried.

The proposal will go to the September 17, 2024, Kendall County Board meeting on the consent agenda.

Approval of a Request from Michael Isadore to Renew a Special Use Permit for Swimming Lessons Granted by Ordinance 1982-02 at 15331 Burr Oak Road, Plano

Mr. Asselmeier summarized the issue.

On May 11, 1982, the County Board approved Ordinance 82-2 which granted a special use permit for swimming lessons at 15331 Burr Oak Road. Condition 1 required that the special use permit be renewed annually.

On July 10, 2024, the property owner, Michael Isadore, submitted a request to renew the special use permit.

On July 17, 2024, Staff emailed the Health Department and Sheriff's Department asking if they had any objections to this renewal. To date, no objections have been received.

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

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (2): Flowers and Shanley

The motion carried.

NPDES Survey Results

The Committee reviewed the results of the survey. The Stormwater Management Oversight Committee will be meeting on October 10, 2024.

Special Use Permit Enforcement Update

The Committee reviewed the update.

October 25, 2024, Illinois Association of County Zoning Officials Training

The Committee reviewed the agenda for the training.

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 on September 6, 2024. 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 stating that Mr. Holdiman felt the project would be completed by the October 8, 2024, deadline.

REVIEW VIOLATION REPORT:

The Committee reviewed the report.

REVIEW PRE-VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Follow-Up from July 15, 2024, Historic Preservation Group Summer Meeting

Mr. Asselmeier said that Jacquie Purcell spoke about the body that was found on the Bristol Burial Ground. She worked with the various historic groups to identify first, it was a cemetery and second, the identity of the person. The various groups from around the County spoke about what was going on with their organization.

REVIEW PERMIT REPORT FOR JULY AND AUGUST:

The Committee reviewed the reports.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE

June 3, 2024, Petition from Residents of Burton Street in Millbrook Regarding a Proposed Business at the End of Burton Street

The Committee reviewed the Petition.

COMMENTS FROM THE PRESS:

None

Mr. Asselmeier reported that on September 5, 2024, he was appointed to the Illinois Task Force on Interjurisdictional Industrial Zoning Impacts.

EXECUTIVE SESSION:

None

ADJOURNMENT:

Member Koukol made a motion, seconded by Member Rodriguez, to adjourn. With a voice vote of three (3) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:40 p.m.

Minutes prepared by Wanda A. Rolf, Administrative Assistant

Enc.



**KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
SEPTEMBER 9, 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)
Dan Korman		
24-21 24-27		
Ann Simmons		
Cynthia Lucasinger		
John D Stetz		

CAMP



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Business Associate Agreement
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval of the Business Associate Agreement Between Kendall County and the Intergovernmental Personnel Benefit Cooperative

Board/Committee Review:

On 10/7/2024, the Human Resources and Insurance Committee unanimously approved forwarding this item to the County Board for approval.

Fiscal impact:

N/A

Background and Discussion:

The attached Business Associate Agreement between Kendall County and IPBC is required pursuant to HIPAA regulations. It requires Kendall County and IPBC to protect the confidentiality of protected health information.

Staff Recommendation:

Approval of the Business Associate Agreement between Kendall County and the Intergovernmental Personnel Benefit Cooperative.

Attachments:

1. Business Associate Agreement between Kendall County and the Intergovernmental Personnel Benefit Cooperative

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into effective the 1st day of January, 2025 (“Effective Date”) by and between Intergovernmental Personnel Benefit Cooperative (IPBC) (“Client”) and Kendall County, Illinois (“Member” on behalf of itself and any listed entities).

RECITALS

A. Client is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is therefore subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (“HITECH”), and the privacy standards adopted by the U.S. Department of Health and Human Services (“HHS”), 45 C.F.R. parts 160 and 164, Subparts A and E (“Privacy Rule”), the security standards adopted by the HHS, 45 C.F.R. parts 160 and 164, Subparts A and C (“Security Rule”), and the breach notification standards adopted by HHS, 45 C.F.R. part 164 Subpart D (“Breach Notification Standards”), as each may be amended from time to time (collectively, HIPAA, HITECH, the Privacy Rule, Security Rule and Breach Notification Standards shall be referred to herein as the “HIPAA Regulations”).

B. Protected Health Information received from Client or created or received by Member on behalf of Client (“PHI”) may be needed for Member to perform the services (the “Services”) requested by Client and described in any underlying agreement between the parties (the “Underlying Agreement”).

C. To the extent Member needs to access PHI to perform the Services, it will be acting as a Business Associate of Client and will be subject to certain provisions of the HIPAA Regulations.

D. Member and Client wish to set forth their understandings with regard to the use and disclosure of PHI by Member so as to comply with the HIPAA Regulations.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

1. Defined Terms.

(a) Listed Entities. As used herein, “Listed Entities” means Government bodies, quasi-governmental bodies and non-profit public service entities listed by a MEMBER as having their employees and officers under a benefit program which will be administered along with that of a MEMBER by the Client.

(b) All other capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

2. Member’s Obligations and Permitted Activities.

(a) Member agrees to not use or further disclose PHI other than as required to perform the Services, requested by Client or Required By Law, or as otherwise permitted herein. Member may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Client, except for the specific uses and disclosures set forth in Sections 2(i) and 2(j) herein.

(b) Member agrees to use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, and shall develop, implement, maintain and use appropriate administrative procedures, and physical and technical safeguards, in accordance with the Security Rule, to reasonably preserve and protect the confidentiality, integrity, and availability of electronic PHI.

(c) Member agrees to report to Client, without unreasonable delay and in no case later than five (5) business days following actual knowledge by Member:

(i) Any use or disclosure of PHI not provided for by this Agreement.

(ii) Any Security Incident of which Member becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Member to Client of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to Client shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Member's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Client's electronic PHI.

(iii) Any Breach of Unsecured PHI, as defined in 45 C.F.R. 164.402. Following the initial notification of any such Breach, Member shall provide a report to Client that includes, to the extent possible: [A] a brief description of what happened, including the date of occurrence and the date of the discovery by Member; [B] a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and [C] a brief description of what Member has done to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Member also shall provide to Client any other available information Client is required to include in its notification to affected Individual(s).

(d) Member agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Member agree to substantially the same restrictions and conditions as those that apply to Member with respect to such PHI.

(e) Member shall make its internal policies, procedures and records relating to the use and disclosure of PHI reasonably available to the Secretary if necessary or required to assess Member's or the Client's compliance with the HIPAA Regulations.

(f) It is not anticipated that Member will maintain a Designated Record Set on behalf of Client; however, if Member maintains a Designated Record Set on behalf of Client, Member agrees to, at Client's written request: (i) provide access to such PHI in order to assist Client in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as Client so directs or agrees to pursuant to the Privacy Rule.

(g) So that Client may meet its disclosure accounting obligations under the HIPAA Regulations, Member agrees to document disclosures of PHI made by Member which are not excepted from disclosure accounting requirements under the HIPAA Regulations and to provide such an accounting to Client at Client's written request.

(h) To the extent that Member is engaged to carry out one or more of Client's obligations under the Privacy Rule, Member shall comply with such requirements that apply to Client in the performance of such obligations.

(i) Member may use PHI for Member's proper management and administration or to carry out its legal responsibilities. Member may disclose PHI for Member's proper management and administration, provided that: (i) Member obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Member of any instances of which it is aware in which the confidentiality of PHI has been breached. Member also may make disclosures that are Required By Law.

(j) Member may use PHI to provide Data Aggregation services to Client as permitted by the Privacy Rule.

(k) Member may de-identify PHI in accordance with the requirements of the Privacy Rule; provided that all identifiers are destroyed in accordance with this Agreement.

(l) Member may create a Limited Data Set for the purpose of providing the Services, provided that Member:

(i) Does not use or further disclose PHI contained in the Limited Data Set except as necessary to provide the Services or as provided for in this Agreement or otherwise Required By Law;

(ii) Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;

(iii) Reports to Client any use or disclosure of PHI contained in the Limited Data Set of which Member becomes aware that is not provided for by this Agreement;

(iv) Ensures that any agents or subcontractors to whom it provides access to the Limited Data Set agree to substantially the same restrictions and conditions that apply to Member under this Agreement; and

(v) Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

(m) Member agrees to mitigate, to the extent practicable, any harmful effect that is known to Member of a use or disclosure of PHI by Member in violation of this Agreement.

3. Client's Obligations.

(a) Client shall not request Member to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Client, except as otherwise permitted herein for purposes of Data Aggregation.

(b) Client shall clearly and conspicuously designate all PHI as such before providing it to Member.

(c) Client acknowledges and agrees that it shall be solely responsible for tracking and providing Individuals an accounting of any disclosures made by Client to Member.

(d) Client acknowledges and agrees that the provisions of Section 2(l) of this Agreement shall constitute a Data Use Agreement between the parties.

4. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate when all PHI is destroyed or returned to Client. If Member determines, in accordance with Section 4(c) below, that it is infeasible to return or destroy PHI, the protections of this Agreement with respect to such PHI shall remain in effect until such PHI is returned or destroyed.

(b) Termination. Upon Client's knowledge of a material breach or violation of Member's obligations under this Agreement, Client shall either:

(i) Provide an opportunity for Member to cure the breach or end the violation and terminate this Agreement if Member does not cure the breach or end the violation within the time specified by Client; or

(ii) Immediately terminate this Agreement if Member has breached a material term of this Agreement and cure is not possible.

(c) Obligations of Member Upon Termination. Upon termination of this Agreement, for any reason, Member shall:

(i) Retain only that PHI which is necessary for Member to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Client or destroy the remaining PHI that Member still maintains in any form ("Remaining PHI");

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section 4(c), for as long as Member retains the PHI;

(iv) Not use or disclose the PHI retained by Member other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2(i) above which applied prior to termination; and

(v) Return to Client or destroy the PHI retained by Member when it is no longer needed by Member for its proper management and administration or to carry out its legal responsibilities.

(d) Infeasibility of Return or Destruction. If Member determines that returning or destroying the Remaining PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Member shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Member maintains such PHI.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time in order to ensure compliance with the requirements of the HIPAA Regulations and any other applicable law.

(c) Independent Contractors. Member and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Member and Client. Neither Member nor Client will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Conflicts. In the event that any terms of this Agreement are inconsistent with the terms of the Underlying Agreement, then the terms of this Agreement shall control.

(e) Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties hereto relating to such subject matter.

[Signature page to follow]

This Business Associate Agreement between Intergovernmental Personnel Benefit Cooperative (IPBC) and Member, Inc., on behalf of itself and any listed entities is executed as of July 1, 2022 as set forth above.

Member, on behalf of itself and its listed entities

Intergovernmental Personnel Benefit Cooperative (IPBC)

By _____
Print Name: _____
Title: _____
Date: _____

By *Dave Cook*
Print Name: _____
Title: _____
Date: _____

Authorization for Release of PHI to IPBC Employees and IPBC's Business Associates)
As required by this Agreement, identify the IPBC employees with whom IPBC can release PHI to, for Plan Administration purposes. Use a different line for each employee and include: Job Title; and any Limitations/Restrictions on their access.
Executive Director
Operations Manager
Member Services Manager
Administrative Assistant
Health Program Analyst
As required by this Agreement, identify other Business Associates of IPBC, IPBC can release PHI to. Use a different line for each Business Associate and include: Company Name and any Limitations/Restrictions on their access.
RPA
Alera Group
Optum Health Financial Services
PlanSource
Milliman
Blue Cross Blue Shield of IL
United Health Care
Delta Dental
VSP
BT Partners/DOMO

Note: When information changes, the Member must provide an updated form to the IPBC.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Revised Address and Name Change Form
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval of the revised Address and Name Change Form.

Board/Committee Review:

On 10/7/2024, the Human Resources and Insurance Committee unanimously approved forwarding this item to the County Board for approval.

Fiscal impact:

N/A

Background and Discussion:

The attached Address and Name Change Form would replace the existing Address and Name Change Form. It adds a provision that employees must show proof of name change in form of a Social Security Card and one of the following: marriage license, drivers license, court papers, or applicable paperwork. This documentation is necessary pursuant to payroll and IMRF requirements.

Staff Recommendation:

Approval of the revised Address and Name Change Form.

Attachments:

1. Revised Address and Name Change Form



Employee Address/Name Change/Family Status Change Form

Please complete this form and email it to Benefits@kendallcountyil.gov

EMPLOYEE INFORMATION

First Name: _____ Middle Initial: _____ Last Name: _____
Department: _____ Employee ID #: _____
Effective Date of Change: _____

SIGNATURE OF EMPLOYEE: _____

DATE: _____

CHANGE OF ADDRESS/TELEPHONE NUMBER (if applicable)

New Street Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email address: _____
Telephone: _____

CHANGE IN FAMILY STATUS (if applicable)

Marital status change: Married Divorced Widowed Other: _____

Change in dependents (please describe): _____

LEGAL NAME CHANGE (if applicable)

EMPLOYEES MUST SHOW PROOF OF NAME CHANGE IN FORM OF SOCIAL SECURITY CARD AND ONE OF THE FOLLOWING: MARRIAGE LICENSE, DRIVERS LICENSE, COURT PAPERS, OR APPLICABLE PAPERWORK.

New Legal Name: _____

FOR ADMINISTRATION ONLY

- | | |
|---|--|
| <input type="checkbox"/> Change personnel file name | <input type="checkbox"/> Add note to background check file |
| <input type="checkbox"/> Update Authorized Drivers list | <input type="checkbox"/> Update Tyler Munis |
| <input type="checkbox"/> Update Benefit Forms | <input type="checkbox"/> Supplement Form I-9 (if applicable) |
| <input type="checkbox"/> Update Emergency Contact | <input type="checkbox"/> Update Everbridge Notification |
| <input type="checkbox"/> Update Email and Phone | <input type="checkbox"/> Update Phone List |

Signature of HR Representative: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook) effective 1/1/2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval of the Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook), effective 1/1/2025

Board/Committee Review:

On 10/7/2024, the Human Resources and Insurance Committee unanimously approved forwarding this item to the County Board for approval.

Fiscal impact:

N/A

Background and Discussion:

The attached revised Generative Artificial Intelligence (AI) Chatbot Usage Policy would replace the existing policy in Section 9.6 of the Kendall County Employee Handbook effective 1/1/2025. The proposed changes are required pursuant to recent amendments to the Illinois Human Rights Act and data privacy requirements.

Staff Recommendation:

Approval of the Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook), effective 1/1/2025

Attachments:

1. Revised Generative Artificial Intelligence (AI) Chatbot Usage Policy (Section 9.6 in the Kendall County Employee Handbook), effective 1/1/2025

Section 9.6	Generative Artificial Intelligence (AI) Chatbot Usage Policy
<u>Effective Date:</u> 06/27/2023 <u>1/1/2025</u>	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u> <u>TBD</u>	

Section 9.6 GENERATIVE ARTIFICIAL INTELLIGENCE (AI) CHATBOT USAGE POLICY

A. Purpose

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

B. Overview

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

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

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

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

C. Eligibility

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

D. Policy

The use of generative AI chatbots will be allowed while performing work for the Employer, provided such use complies with this Policy and all other policies set forth in this Employee Handbook. Kendall County email addresses, credentials and phone numbers cannot be used to create an account with these technologies. No proprietary data and/or any other confidential data may be submitted (copied, typed, etc.) into these platforms. Employees wishing to use generative AI chatbots should discuss the parameters of their use with their applicable Executive. Executives may approve, deny, or modify those parameters as best meets the Employer's policies, legal requirements, and other operational needs.

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

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

Pursuant to the Illinois Human Rights Act, the Employer shall not use generative AI chatbots or any other form of artificial intelligence (as defined in 775 ILCS 5/2-101) when making employment-related decisions with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, or the terms, privileges, or conditions of employment, if the use of AI has the effect of subjecting employees to unlawful discrimination on the basis of a protected class. When using AI, the Illinois Human Rights Act also prohibits the Employer from using a zip code as a proxy for a protected class. If an Executive intends to use AI when making employment-related decisions with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, or terms, privileges, or conditions of employment, the Executive must provide advance written notice to the applicable employees.

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

E. Training

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

F. Ethical Use

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

G. Monitoring

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

H. Data Privacy and Security

To ensure compliance with data protection regulations and to safeguard sensitive information, the following measures must be observed when using generative AI chatbots:

1. **Data Minimization:** Employees shall input only the minimum amount of information necessary to achieve the desired outcome. Excessive or unnecessary data input must be avoided.
2. **Prohibited Data:** Under no circumstances should personal data related to minors, health records, Social Security numbers, or any other information protected under local, state, or federal privacy laws be input into AI chatbots.
3. **Compliance with Privacy Regulations:** All use of AI chatbots must fully comply with applicable privacy laws, including the General Data Protection Regulation (GDPR) where relevant, as well as any local or state-specific privacy laws.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective 1/1/2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval of the revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook), effective 1/1/2025

Board/Committee Review:

On 10/7/2024, the Human Resources and Insurance Committee unanimously approved forwarding this item to the County Board for approval.

Fiscal impact:

N/A

Background and Discussion:

The attached revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct would replace the existing policy in Section 2.1 of the Kendall County Employee Handbook effective 1/1/2025. The proposed changes comply with recent amendments to the Illinois Human Rights Act, which add “actual or perceived family responsibilities” and “actual or perceived reproductive health decisions” as additional protected categories under the state’s anti-discrimination law.

Staff Recommendation:

Approval of the Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective 1/1/2025.

Attachments:

1. Revised Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Section 2.1 in the Kendall County Employee Handbook) effective 1/1/2025

Section 2.1	Policy Against Unlawful Discrimination, Harassment And Sexual Misconduct
<u>Effective Date:</u> 09/01/2022 <u>10/17/2023</u> <u>1/1/2025</u> <u>Last Amended Date:</u> <u>10/17/2023TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 2.1 POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT AND SEXUAL MISCONDUCT

A. STATEMENT OF POLICY

The Employer is fully committed to a policy of equal employment. The Employer will not tolerate or condone unlawful discrimination or unlawful harassment on the basis of creed, genetic information, or arrest record, or actual or perceived race, color, religion, sex, sexual orientation as defined by 775 ILCS 5/1-103(0-1), actual or perceived family responsibilities as defined by 775 ILCS 5/2-101(M), actual or perceived reproductive health decisions as defined by 775 ILCS 5/1-103(O-2), pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, national origin, age, physical or mental disability, ancestry, marital status, military status, unfavorable discharge from military service, order of protection status, citizenship status or any other classification protected under federal or state law. For purposes of this policy, race includes, but it not limited to traits associated with race, including but not limited to hair texture and protective hairstyles such as braids, locks, and twists. Sexual misconduct is also prohibited. The Employer will neither tolerate nor condone unlawful discrimination, harassment, or sexual misconduct by employees, managers, supervisors, elected officials, co-workers, or non-employees with whom the Employer has a business, service, or professional relationship. For purposes of this policy only, “employee” includes any employee performing work, an apprentice, an applicant for apprenticeship, or an intern.

As set forth above, unlawful sexual harassment and sexual misconduct are prohibited. Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature when:

- Submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual’s employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee, or;
- Unlawful harassment has the purpose or effect of unreasonably interfering with the employee’s work performance or creating an intimidating, hostile or offensive work environment because of the persistent, severe, or pervasive nature of the conduct.

Unlawful sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcomed.

Each employee must exercise their own good judgment to avoid engaging in conduct that may be perceived by others as unlawful sexual harassment or unlawful harassment based on any other status protected by law. The following are illustrations of actions that the Employer deems inappropriate and in violation of our policy:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars, or posters;
- Verbal conduct such as making derogatory comments, using epithets or slurs, making sexually explicit jokes or suggestive comments about a person's body or dress;
- Written or electronic communications of a sexual nature or containing statements or images which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or stereotypes about disabled individuals; or
- Physical conduct such as unwanted touching, assaulting, impeding, or blocking movements.

Sexual misconduct is strictly prohibited by the Employer. Sexual misconduct can include any inappropriate and/or illegal conduct of a sexual nature including, but not limited to, sexual abuse, sexual exploitation, sexual intimidation, rape, sexual assault, or ANY sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications which are written, electronic, verbal, visual, virtual, or physical).

B. RESPONSIBILITIES

1. Supervisors

Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

1. Monitoring the workplace environment for signs of unlawful discrimination, unlawful harassment, or sexual misconduct;
2. Immediately notifying their Executive and law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois;
3. Immediately notifying the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor;
4. Immediately stopping any observed acts of unlawful discrimination, unlawful harassment or sexual misconduct and taking appropriate steps to intervene, whether or not the involved employees are within their line of supervision;
5. Immediately reporting any complaint of unlawful harassment, unlawful discrimination, or sexual misconduct pursuant to the procedure set forth below; and
6. Taking immediate action to limit the work contact between the individuals when there has been a complaint of unlawful discrimination, unlawful harassment, or sexual misconduct, pending investigation.

2. Employees

Each employee is responsible for assisting in the prevention of unlawful discrimination, unlawful harassment, and sexual misconduct through the following acts:

1. Refraining from participation in, or encouragement of, actions that could be perceived as unlawful discrimination, unlawful harassment, or sexual misconduct;
2. Immediately reporting any violations of this policy pursuant to the procedure set forth below, law enforcement (if appropriate under the circumstances), and/or the Illinois Department of Children and Family Services (if appropriate under the circumstances). Employees are obligated to report violations of this policy as soon as they occur. An employee should not wait until the conduct becomes unbearable before reporting the prohibited conduct. All employees are obligated to report instances of prohibited conduct even if the conduct is merely observed and directed toward another individual and even if the other person does not appear to be bothered or offended by the conduct. All employees are obligated to report instances of prohibited conduct regardless of the identity of the alleged offender (e.g., man, woman, supervisor, elected official, co-worker, volunteer, vendor, member of public).

3. Encouraging any employee who confides that they are the victim of conduct in violation of this policy to report these acts pursuant to the procedure set forth below.

Failure to take action to stop known unlawful discrimination, unlawful harassment or sexual misconduct may be grounds for discipline up to and including termination of employment.

There is a clear line in most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.

If another person advises you that your behavior is offensive and violates this policy, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.

The Employer does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

C. COMPLAINT PROCEDURES

The Employer takes allegations of unlawful discrimination, unlawful harassment, and sexual misconduct very seriously. It will actively investigate all complaints.

It is helpful for the employee to first directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use the Employer's following complaint procedure to advise their Executive of any violation of this policy as soon as it occurs:

1. **Bringing a Complaint**

Any employee who believes that there has been a violation of this policy must bring the matter forward in one of the following ways:

1. The employee should file their complaint to any one or more of the following individuals: the employee's immediate supervisor, Executive, Kendall

County's Ethics Officer and/or their designee, and/or Kendall County's Inspector General. **For purposes of this policy, Kendall County's Ethics Officer is the Kendall County Administrator.** The employee may contact the County Administrator at the Kendall County Office Building 111 W. Fox St. Suite 316 Yorkville, Illinois 60560, or (630) 553-4171.

2. **If the alleged offender is the County Administrator**: the employee should file their complaint with the Kendall County Inspector General who shall act as Kendall County's Ethics Officer for all complaints made pursuant to this policy against the County Administrator. The employee may contact the Kendall County Inspector General at the Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, Illinois 60560, or 630-381-9549. The Inspector General shall inform the County Board Chairperson of any complaints against the County Administrator. In the event the Inspector General receives a complaint made pursuant to this policy against anyone other than the County Administrator, the Kendall County Inspector General will forward the complaint to Kendall County's Ethics Officer (i.e., the County Administrator).

The employee should present their complaint as promptly as possible after the alleged violation of this policy occurs. While not required, The Employer encourages anyone who makes a complaint under this policy to submit their complaint in writing and attach any pertinent records to their complaint. This will assist Kendall County's Ethics Officer to oversee a prompt and thorough investigation.

2. Resolution of a Complaint

All complaints received pursuant to this policy shall be forwarded to Kendall County's Ethics Officer. Kendall County's Ethics Officer shall be responsible for overseeing all investigations of complaints made pursuant to this policy. Kendall County's Ethics Officer reserves the right to designate the Inspector General and/or another individual (other than the alleged offender) to assist Kendall County's Ethics Officer with the investigation of complaints received. Kendall County's Ethics Officer will take steps to ensure that complaints made are kept confidential to the extent permissible under the law.

Promptly after a complaint is received, the Employer will undertake such investigation, corrective and preventative actions as are appropriate. In general, the procedure in resolving any complaints made pursuant to this policy can (but will not necessarily) include any of the following items:

1. A meeting between the employee making the complaint and an individual designated by Kendall County's Ethics Officer to investigate such complaints (hereinafter referred to as "the investigator"). Important data to be provided by the complaining employee includes the following:

- a. A description of the specific offensive conduct;
 - b. Identification of all person(s) who engaged in the conduct;
 - c. The location where the conduct occurred;
 - d. The time when the conduct occurred;
 - e. Whether there were any witnesses to the conduct and, if so, the identities of all such witnesses;
 - f. Whether conduct of a similar nature has occurred on prior occasions and, if so, when and who witnessed the prior conduct;
 - g. Whether there are any documents that would support the complaining employee's allegations and, if so, provide a copy of said documents to the investigator; and
 - h. What impact the conduct had on the complaining employee.
2. *While not required, the Employer encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records to their complaint.*
 3. After a complaint is submitted by the employee, the alleged offending individual should be contacted by the investigator. The alleged offending individual should be advised of the charges brought against them. At some point during the investigation, the alleged offending individual should have an opportunity to explain their side of the circumstances, and may submit a written statement, if desired.
 4. Any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately by the investigator.
 5. The investigator and/or their designee shall be responsible for gathering all documents and witness statements the investigator, in their sole discretion, deems necessary for the investigations. An employee's refusal to cooperate with the investigation will be deemed a violation of this policy.
 6. When investigating alleged violations of this policy, the investigator will look at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by-case basis.

7. Once this investigation is completed, the investigator will provide an investigation summary to the Employer. The Employer will take such action as is appropriate based upon the information obtained in the investigation. In the event that the Employer finds merit in the charges made by the complaining employee, disciplinary action will be taken against the offending employee. This disciplinary action may, but need not necessarily, include:
 - a. Verbal or written reprimand;
 - b. Placing the offending employee on a corrective action plan for a period of time to be identified;
 - c. Delay in pay increases or promotions;
 - d. Suspending the offending employee from work without pay;
 - e. Demotion; and/or
 - f. Immediate termination.

If appropriate, the Employer will take other remedial action, as needed, to address any other concerns or issues raised in the investigation summary.

7. Upon completion of the investigation, the Employer will advise the complaining employee of the results of the investigation.

D. NON-RETALIATION

Under no circumstances will there be any retaliation against any employee (a) for making a complaint of unlawful discrimination, unlawful harassment, or sexual misconduct pursuant to this policy; (b) for engaging in protected activity under the Illinois Human Rights Act (775 ILCS 5/1 *et seq.*); and/or (c) for engaging in protected activity under the State Officials and Employees Ethics Act (5 ILCS 430/1 *et seq.*).

Also, pursuant to the Illinois Whistleblower Act (740 ILCS 174/1 *et seq.*), the Employer is prohibited from retaliating against any employee who (a) discloses information in a court proceeding, and administrative hearing, or before a legislative commission or committee, or in any other proceeding where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule or regulations; (b) refuses to participate in an activity that would result in a violation of a state or federal law, rule or regulation, including but not limited to violations of the Freedom of Information Act; and (c) is disclosing or attempting to disclose public corruption or wrongdoing.

Any act of retaliation by any party directed against a complaining employee, an accused employee, witnesses, or participants in the process will be treated as a separate and

distinct charge and will be similar investigated. Complaints of retaliation should be brought to the attention of the Employer pursuant to the complaint procedures set forth above in this policy. The employee should present the complaint of alleged retaliation as promptly as possible after the alleged retaliation occurs.

E. DISCIPLINE, FINES AND PENALTIES

In addition to any and all other discipline that may be applicable pursuant to the Employer's policies and procedures, any person who violates the prohibition on sexual harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the Employer and any applicable fines and penalties established pursuant to any applicable local ordinance, state law or federal law. Each violation may constitute a separate offense. Any discipline imposed by the Employer shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a state or federal agency.

F. FALSE REPORTS PROHIBITED

It is a violation of this policy for an employee to knowingly make a false report of unlawful discrimination, unlawful harassment, sexual misconduct, or retaliation. An employee who is found to have knowingly made a false report is subject to disciplinary action up to and including termination of employment.

G. ADDITIONAL RESOURCES

If you have any questions concerning the Employer's policies on this matter, please see your immediate supervisor, Executive, the County Administrator, and/or Kendall County's Inspector General. Also, information may also be obtained from the Illinois Department of Human Rights (IDHR), 312-814-6200 or the U.S. Equal Employment Opportunity Commission (EEOC), 800-669-4000. Confidential reports of unlawful harassment or unlawful discrimination may also be filed with these agencies. For matters involving the abuse of minors, the Illinois Department of Children and Family Services (DCFS) may be contacted by dialing 800-25-ABUSE.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook) effective 1/1/2025
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval of the revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook), effective 1/1/2025

Board/Committee Review:

On 10/7/2024, the Human Resources and Insurance Committee unanimously approved forwarding this item to the County Board for approval.

Fiscal impact:

N/A

Background and Discussion:

The attached revised Insurance Benefits Policy would replace the existing policy in Section 7.1 of the Kendall County Employee Handbook effective 1/1/2025. The proposed changes provide employees with guidance about when and how to notify the County's benefits administrator of changes to personal status to add/remove dependents to any of the County's employee benefit plans. This addition to the County's existing Insurance Benefits Policy was recommended by IPBC.

Staff Recommendation:

Approval of the Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook), effective 1/1/2025.

Attachments:

1. Revised Insurance Benefits Policy (Section 7.1 in the Kendall County Employee Handbook), effective 1/1/2025

Section 7.7	Insurance Benefits
<u>Effective Date:</u> 09/01/2022 <u>11/21/2023</u> <u>1/1/2025</u> <u>Last Amended Date:</u> <u>11/21/2023TBD</u>	<u>Source Doc/Dep.:</u> None/HR

Section 7.7 INSURANCE BENEFITS

Kendall County provides life insurance, accidental death and dismemberment insurance, medical and hospitalization insurance, dental insurance, and vision insurance to eligible employees of the Employer. Plan documents for specific benefits are available through Kendall County’s benefits administrator. Dependent coverage at group rates is available. Temporary or regular part-time employees, interns, volunteers, and independent contractors are not eligible for these insurance benefits, except those grandfathered under previous policy of Kendall County or as otherwise provided by law.

A. ELIGIBILITY

To be eligible for medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week. An employee’s volunteer service hours are not considered hours worked for purposes of determining an employee’s eligibility for benefits.

At the employee’s option, the employee may elect coverage through any one of the applicable health insurance plans made available by the Employer. An employee will have up to thirty (30) days from the start of your employment to make their health insurance plan election. Once made, the employee’s election is generally fixed for the remainder of the plan year. However, if a qualifying event (as defined under [the Consolidated Omnibus Budget Reconciliation Act \(COBRA\)](#)) occurs, an employee may make a mid-year change in coverage.

A.B. HEALTH SAVINGS ACCOUNTS

One type of health insurance plan the Employer may choose to offer in any given plan year is a high deductible health plan with a health savings account option (“HDHP-HSA” plan). If the Employer chooses to offer this type of health insurance plan in a given plan year, the Employer may also choose to contribute monies into eligible employees’ health savings account in an amount and disbursement date(s) set by the County Board, subject to applicable federal and state laws and collective bargaining agreement(s).

If an employee enrolled in such a HDHP-HSA plan receives a contribution to their health savings account from their Employer and, then, voluntarily terminates their coverage under said plan mid-year while continuing to remain an active employee, the employee

will not be eligible to receive any subsequent health savings account contributions from the Employer for the next two (2) subsequent plan years, unless the employee has obtained a waiver for good cause shown (as explained below) or unless otherwise waived pursuant to an applicable law, regulation, and/or collective bargaining agreement(s).

To obtain a waiver, the employee must submit a written request to the Kendall County Human Resources and Insurance Committee (“HR Committee”) within sixty (60) calendar days after the employee voluntarily terminated their coverage mid-plan year. The employee’s written request must explain why good cause exists for the HR Committee to waive the two (2) year period referenced above. Upon receipt of such a written request, the HR Committee will review the employee’s request and make a final determination as to whether good cause exists to waive the two (2) year period. Health insurance coverage shall commence thirty (30) calendar days following the employee’s starting date of employment and shall cease on the last day of the month in which any of the following events occur: the employee’s final day of employment; when regularly scheduled hours are reduced below 30 hours per week; or upon another “qualifying event” as defined under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

B.C. BENEFITS

Summary plan descriptions (SPDs) which explain coverage of eligible health, dental, vision and life insurance benefits in greater detail are available through Kendall County’s benefits administrator. The actual plan documents are the final authority in all matters relating to benefits described in this Employee Handbook or in the summary plan descriptions and will govern in the event of any conflict. The Employer and the County Board reserve the right to change insurance carriers, change health maintenance organizations, self-insure, and/or change or eliminate any benefits at any time, provided such changes are made in accordance with applicable law.

D. COBRA

If an eligible employee would otherwise lose group coverage because of a qualifying event as defined ~~under COBRA by applicable law~~, the employee and/or qualifying dependents may be eligible to continue such coverage under the Employer’s plan for such period of time as prescribed by law and applicable plan documents. The Employer will notify the employee of the time period for which continuation coverage may be provided, depending upon the employee’s qualifying event.

E. NOTIFICATION OF CHANGES TO PERSONAL STATUS

Employees must notify the Employer’s Benefits Administrator **within thirty (30) calendar days** of any change in personal status to add/remove dependents to any of the employee benefit plans. Such changes can be emailed to Benefits@kendallcountyiil.gov.

When notifying the Employer’s Benefits Administrator of any change in personal status to add/remove dependents to any of the employee benefit plans, employees must provide the following required information:

1. FOR ADDITION OF DEPENDENTS:

<u>Life Event</u>	<u>Information to be Provided to County’s Benefit Administrator</u>
<u>For a marriage or civil union:</u>	<ol style="list-style-type: none"> <u>1. The spouse’s name, date of birth, and social security number.</u> <u>2. A copy of the marriage license or verification of the civil union.</u>
<u>For the birth of a child:</u>	<ol style="list-style-type: none"> <u>1. The child’s name, date of birth, and social security number.</u> <u>2. A copy of the birth certificate.</u> <p><i><u>The notification of birth must be provided within 30 calendar days after the birth of child. A copy of the birth certificate must be provided within 90 calendar days.</u></i></p>
<u>For the adoption of a child:</u>	<ol style="list-style-type: none"> <u>1. The child’s name, date of birth, and social security number.</u> <u>2. A copy of the adoption certificate or court documentation verifying a completed adoption or a letter of placement from an adoption agency or an attorney verifying the adoption is in progress.</u>
<u>For foster placement of a child:</u>	<ol style="list-style-type: none"> <u>1. The child’s name, date of birth, and social security number.</u> <u>2. A court order or other legal document placing the child with the employee or eligible Spouse/Domestic Partner who is a licensed foster parent.</u>
<u>For a disabled child (over the age of 26):</u>	<ol style="list-style-type: none"> <u>1. The child’s name, date of birth, and social security number.</u> <u>2. Birth, adoption, foster placement documentation as noted above.</u> <u>3. Copy of page 1 of federal tax return demonstrating that the child is principally dependent on employee, for support and maintenance.</u> <p><i><u>Note: additional verification will be required through the health plan provider.</u></i></p>

<u>Life Event</u>	<u>Information to be Provided to County's Benefit Administrator</u>
<u>For other dependent children for whom the employee has legal custody:</u>	<ol style="list-style-type: none"> <u>1. The child's name, date of birth, and social security number.</u> <u>2. A court order or other legal document granting custody of the child to the employee. <i>The documentation must verify the employee has legal guardianship responsibility for the child, not merely financial responsibility.</i></u>
<u>Military eligible personnel (to age 30)</u>	<ol style="list-style-type: none"> <u>1. The dependent's name, date of birth, and social security number.</u> <u>2. Birth, adoption, foster placement documentation as noted above.</u> <u>3. DD form 214, proof of honorable discharge.</u>

2. FOR REMOVAL OF DEPENDENTS

<u>Life Event</u>	<u>Information to be Provided to County's Benefit Administrator</u>
<u>Divorce</u>	<ol style="list-style-type: none"> <u>1. The date of the divorce</u> <u>2. A copy of the first and last page of the divorce decree from the court documenting the date.</u> <p><u>Note: Ex-spouses are not eligible to be on the benefit plan(s) even if the employee has an order to provide health coverage to the ex-spouse.</u></p>
<u>Death</u>	<u>1. A copy of the death certificate</u>
<u>Age limit (age 26 or age 30 for military personnel)</u>	<u>1. Notification of the date the dependent has reached the age limit of 26 or, for military personnel, age 30.</u>
<u>Dependent gains coverage elsewhere</u>	<u>1. Notification of the date the dependent gains coverage elsewhere.</u>

Benefits to a new dependent may be denied if the employee does not notify the Employer's Benefits Administrator within 30 days of a change and provide proper documentation.

Further, failure to notify the Employer's Benefits Administrator of a dependent who should be removed from coverage (e.g. divorce, dependent is no longer eligible, etc.) may result in the employee being charged the full premium for coverage of the dependent for the duration of their ineligible coverage and/or reimbursement for the full cost of the medical, dental, and prescription expenses paid out by the Employer's plan during the ineligible period. Employees who fail to provide a mandatory notification to the Employer's Benefits Administrator within the 30-day period may also be disciplined, up to and including termination of employment.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Revised Organizational Chart and Headcount
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To approve the Revised Organizational Chart and Headcount.

Board/Committee Review:

On 10/7/2024, the Human Resources and Insurance Committee unanimously approved forwarding this item to the County Board for approval.

Fiscal impact:

Estimated starting salary = \$21.00/hour. Scheduled to work 28 hours/week.

Background and Discussion:

The attached Revised Organizational Chart and Headcount updates the County's organizational chart and headcount to include a part-time GIS Cadastral Technician position effective immediately.

Staff Recommendation:

Approval of the Revised Organizational Chart and Headcount.

Attachments:

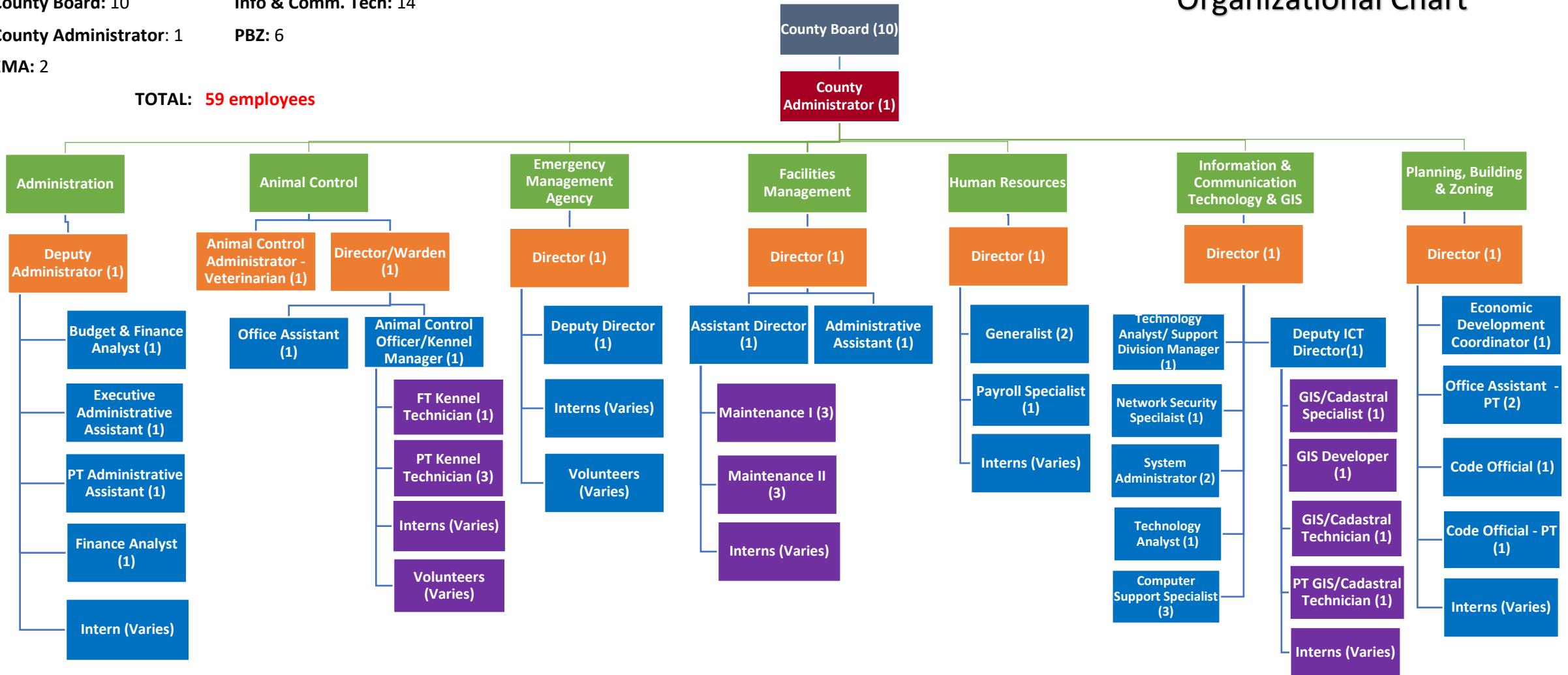
1. Revised Organizational Chart and Headcount

APPROVED HEADCOUNT

Administration: 5 Facilities: 9
 Animal Control: 8 Human Resources: 4
 County Board: 10 Info & Comm. Tech: 14
 County Administrator: 1 PBZ: 6
 EMA: 2

TOTAL: 59 employees

Kendall County, Illinois Organizational Chart





Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Approval of Petition 24-22, Rezoning 10835 Legion Road from A-1 to R-1
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-22, from Leo M. Phillipp for a Map Amendment Rezoning 10835 Legion Road, Yorkville, in Kendall Township (PIN: 05-08-301-002) from A-1 Agricultural District to R-1 One-Family Residential District

Previous Board/Committee Review:

ZPAC-Approval (8-0-2) on August 6, 2024

Kendall County Regional Planning Commission-Approval (8-0-2) on September 25, 2024

Kendall County Zoning Board of Appeals-Approval (7-0-0) on September 30, 2024

Kendall County Planning, Building and Zoning Committee-Approval (5-0) on October 7, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to rezone the property in order to build a maximum of three (3) houses on the property.

The record of the Petition can be found here, <https://www.kendallcountyil.gov/home/showpublisheddocument/30830/638634926640470000>.

Staff Recommendation:

Approval

Attachments:

Draft Ordinance

Aerial of Property

ORDINANCE NUMBER 2024-_____

**MAP AMENDMENT FOR APPROXIMATELY ELEVEN POINT SIX ACRES LOCATED AT
10835 LEGION ROAD (PIN: 05-08-301-002) IN KENDALL TOWNSHIP**

Rezone from A-1 to R-1

WHEREAS, Section 36-42 of the Kendall County Code permits the Kendall County Board to approve map amendments and provides the procedure through which map amendments are granted; and

WHEREAS, on or about July 14, 1987, the Kendall County Board adopted Ordinance 87-27, rezoning approximately 3.4 acres of the property at 10835 Legion Road from A-1 Agricultural District to R-1 One Family Residential District while keeping the majority of the approximately 15 acre parcel zoned A-1 Agricultural District; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 11.6 more or less acres located at 10835 Legion Road, Yorkville (PIN: 05-08-301-002) in Kendall Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the subject property is currently owned by Leo M. Phillip and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about July 23, 2024, Petitioner’s representative filed a petition for a Map Amendment rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on August 8, 2024, due and proper notification to the United City of Yorkville on or about August 9, 2024, due and proper notification to Kendall Township on or about August 14, 2024, and due and proper notification to all property owners of record of properties located within five hundred feet of the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals initiated a public hearing on September 3, 2024, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, and continued the public hearing to September 30, 2024, at the same time and location, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested Map Amendment and zero members of the public testified in favor or in opposition of the requested Map Amendment or asked questions regarding the requested Map Amendment; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated September 30, 2024, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested Map Amendment; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of

Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a Map Amendment rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District.
3. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this Map Amendment.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 15th day of October, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

LEGAL DESCRIPTION OF TRACT TO BE REZONED FROM "A1" TO "R1":

That Part of the West Half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of Lot 1, Woodland Acres, as shown by the plat thereof recorded September 23, 1971 as Document No. 71-3652; thence Northerly along the Westerly Line of said Woodland Acres, 43.95 feet for the point of beginning; thence Westerly at right angles to said Westerly Line, 536.64 feet to the center line of Highpoint Road; thence Southerly along said centerline, to the center line of Legion Road; thence Easterly along said Legion Road center line, to said Westerly Line; thence Northerly along said Westerly Line, 964.53 feet to the point of beginning in Kendall Township, Kendall County, Illinois, Except that Part described as follows:

That Part of the West Half of Section 8, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of Highpoint Road with the center line of Legion Road; thence Easterly along said Legion Road center line 357.33 feet for a point of beginning; thence Northerly at right angles to said Legion Road center line, 300.0 feet; thence Easterly at right angles to the last described course 463.83 feet to the Westerly Line of Woodland Acres Subdivision; thence Southerly along said Westerly Line, 279.12 feet to said Legion Road center line; thence Westerly along said center line to the point of beginning in Kendall Township, Kendall County, Illinois.

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-22 on September 30, 2024. On the same date, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of seven (7) in favor and zero (0) in opposition.

FINDINGS OF FACT-MAP AMENDMENT

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

*The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned agricultural and some form of single-family residential.***

*The suitability of the property in question for the uses permitted under the existing zoning classification. **The property consists of a large wooded area and, due to its size, it is not eligible for residential uses without a map amendment.***

*The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. **The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single family residential. The subject property would generate more in taxes if additional homes were constructed. The map amendment would increase the number of homes for people in the County. The proposed map amendment limits the number of homes that can be constructed on the subject property, if a traditional subdivision is not pursued.***

*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 Suburban Residential on the Future Land Use Map and the R-1 Zoning District is consistent with this land classification.***

RECOMMENDATION

Approval, but the Zoning Board of Appeals would like driveway placements to require prior approval by the Kendall Township Highway Commissioner and that right-of-way dedications forty feet (40') in depth from the centerlines of both Legion and East Highpoint Roads occur as requested by Kendall Township.

05-08-151-005

05-08-176-003

05-08-152-003
One Family
Residential-130,
000 sq ft | Ord 74

05-08-376-005

05-08-151-002
Agricultural
Special Use
| Ord 77-08

05-07-278-001

Agricultural
| Ord

HIGHPOINT ROAD

PIN: 05-08-301-002
10835 LEGION RD YORKVILLE IL 60560

MAPLE LANE

05-08-376-004

05-08-301-001

05-07-428-001

One Family
Residential-130,000
sq ft | Ord 87-27

LEGION ROAD

05-08-301-003



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Approval of 2025 Comprehensive Noxious Weed Work Plan
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of the 2025 Comprehensive Noxious Weed Work Plan

Previous Board/Committee Review:

Kendall County Planning, Building and Zoning Committee-Approval (5-0) on October 7, 2024

Fiscal impact:

N/A

Background and Discussion:

Kendall County is required by Illinois law to submit an annual Noxious Weed Comprehensive Work Plan to the State by November 1st of each year. Attached please find the proposed 2025 Kendall County Noxious Weed Comprehensive Work Plan. Other than changing the year, this proposal is the same as the 2024 Noxious Weed Comprehensive Work Plan.

Staff Recommendation:

Approval

Attachments:

Draft 2025 Comprehensive Noxious Weed Work Plan



**KENDALL COUNTY
COMPREHENSIVE NOXIOUS WEED WORK PLAN
2025**

As required by the Illinois Noxious Weed Law (505 ILCS 100), the County of Kendall submits the following Comprehensive Work Plan for calendar year 2025.

Kendall County shall engage in the following activities:

1. Continuously work with residents, property owners, municipalities, townships, other counties, and Federal and State agencies to identify, investigate, control and eliminate noxious weeds found within the County.
2. In the event that the location of a noxious weed is reported on private property or property not owned by Kendall County, the County shall forward the complaint to the local municipality and/or township. The local municipality and/or township shall be the lead agency for investigating and resolving the issue. The municipality or township shall follow applicable laws to resolve the issue.
3. Monitor County owned properties and rights-of-way as part of general property maintenance. If noxious weeds are found on County owned property, the County shall take steps to eradicate the weeds and include the information in its annual noxious weed report to the State.
4. Work with local municipalities and townships to track and report noxious weed allegations and incidents for inclusion in the annual noxious weed report to the State. The County will ask each municipality and township for a summary of activities related to the eradication of noxious weeds for inclusion in the annual noxious weed report to the State.
5. Publish the General Notice at least one time annually in a newspaper of general circulation in Kendall County. The General Notice shall be published in the first quarter of the year upon approval of the County Board.
6. Advise persons responsible for controlling and eradicating noxious weeds of the best and most practical methods for noxious weed control and eradication.
7. Complete applicable reports as required by State law.

This Comprehensive Work Plan was approved by the Kendall County Board on October 15, 2024.

Respectively Submitted,

Matt Kellogg
Kendall County Board Chairman

Date



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Approval of Petition 24-21, Rezoning the Property Between 15715 and 15609 Miller Road from A-1 to R-1 and Minimum Lot Width Variance
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-21, A Request from Scott L. and Cheryl A. Hill on Behalf of the Hill Living Trust for a Map Amendment Rezoning the Property Between 15715 and 15609 Miller Road, Plano, in Little Rock Township (PIN: 01-09-401-013) from A-1 Agricultural District to R-1 One-Family Residential District and a Variance to Section 8:02.D.1 of the Kendall County Zoning Ordinance Reducing the Required Minimum Width of a Lot at the Building Line from 200 Feet to 40 Feet

Previous Board/Committee Review:

ZPAC – Approval (8-0-2) on August 6, 2024
Kendall County Regional Planning Commission – Approval (8-0-1) on August 28, 2024
Kendall County Zoning Board of Appeals – Approval (7-0-0) on September 3, 2024
Planning, Building and Zoning Committee – Forward (3-0-2) on September 9, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to rezone the property in order to build two (2) houses on the property. The record of the Petition can be found here: <https://www.kendallcountyil.gov/home/showpublisheddocument/30828/638611260828734861>.

Staff Recommendation:

Approval

Attachments:

Draft Ordinance
Property Aerial

ORDINANCE NUMBER 2024-_____

**MAP AMENDMENT AND VARIANCE TO THE MINIMUM LOT WIDTH AT THE FRONT
YARD BUILDING LINE FOR APPROXIMATELY THIRTEEN POINT NINE ACRES
LOCATED BETWEEN 15715 AND 15609 MILLER ROAD (PIN: 01-09-401-013) IN LITTLE
ROCK TOWNSHIP**
Rezone from A-1 to R-1

WHEREAS, Section 36-42 of the Kendall County Code permits the Kendall County Board to approve map amendments and provides the procedure through which map amendments are granted; and

WHEREAS, Section 36-39 of the Kendall County Code permits the Kendall County Board to grant variances and provides the procedure through which variances are granted; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 13.9 more or less acres located between 15715 and 15609 Miller Road, Plano (PIN: 01-09-401-013) in Little Rock Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the subject property is currently owned by the Hill Living Trust as represented by Scott L. and Cheryl A. Hill and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about July 23, 2024, Petitioner’s representative filed a petition for a map amendment rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District and a variance to Section 36-331 (1) of the Kendall County Code reducing the minimum lot width as measured at the front building line from two hundred feet to forty feet; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on August 8, 2024, due and proper notification to the City of Plano on or about August 12, 2024, due and proper notification to Little Rock Township on or about August 12, 2024, and due and proper notification to all property owners of record of properties located within five hundred feet of the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals conducted a public hearing on September 3, 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 map amendment and variance and zero members of the public testified in favor or in opposition of the requested map amendment and variance; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the map amendment and variance as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated September 3, 2024, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of forward of the requested map amendment and variance; and

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

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a map amendment rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District.
3. The Kendall County Board hereby grants approval of the Petitioner's petition for a variance to Section 36-331 (1) of the Kendall County Code reducing the minimum width of a lot at the building from two hundred feet to forty feet.
4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this Map Amendment.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 15th day of October, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

LEGAL DESCRIPTION OF TRACT TO BE REZONED:

That Part of the Southwest Quarter of Section 9, Township 37 North, Range 6 East of the Third Principal Meridian being described by commencing at the Southeast Corner of the Southwest Quarter of said Section 9; thence North 88°40'04" West along the South Line of said Section, a distance of 675.48 feet for the Point of Beginning; thence continuing Westerly along said South Line, a distance of 40.0 feet; thence North 01°36'42" East, a distance of 1355.98 feet; thence North 00°01'29" West, 60.02 feet; thence South 88°31'25" East, a distance of 13.98 feet; thence North 00°01'29" West, a distance of 794.0 feet; thence North 89°58'31" East, a distance of 50.0 feet; thence North 00°01'29" West, a distance of 442.80 feet to a point on the North Line of said Southwest Quarter of Section 9; thence South 88°50'05" East along said North Line, a distance of 387.82 feet to a point on the North Line of said Southwest Quarter being located 236.36 feet West of the Northeast Corner of said Southwest Quarter Section; thence South 00°18'25" West, a distance of 875.0 feet; thence South 89°41'35" East at right angles to the last described course, a distance of 30.0 feet; thence South 00°18'25" West, a distance of 423.05 feet; thence North 88°45'03" West, a distance of 434.30 feet; thence South 01°36'42" West, a distance of 1356.79 feet to the Point of Beginning, being situated in the Township of Little Rock, Kendall County, Illinois.

Subject to a 40-foot wide Permanent Easement for Ingress and Egress over and across that Part of the Southwest Quarter of Section 9, Township 37 North, Range 6 East of the Third Principal Meridian being described by commencing at the Southeast Corner of the Southwest Quarter of said Section 9; thence North 88°40'04" West along the South Line of said Section, a distance of 675.48 feet for the Point of Beginning; thence continuing Westerly along said South Line, a distance of 40.0 feet; thence North 01°36'42" East, a distance of 1355.98 feet; thence South 88°45'03" East, a distance of 40.0 feet; thence South 01°36'42" West, a distance of 1356.79 feet to the Point of Beginning, situated in the Township of Little Rock, Kendall County, Illinois.

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-21 on September 3, 2024. On the same date, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of seven (7) in favor and zero (0) in opposition.

FINDINGS OF FACT-MAP AMENDMENT

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

*The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned agricultural in the unincorporated area and in the City of Plano. There are also R-1, R-2, and R-3 zoned properties in the vicinity.***

*The suitability of the property in question for the uses permitted under the existing zoning classification. **The property consists of marginal farmland and, due to its size, it is not eligible for residential uses without a map amendment.***

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

*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 Countryside Residential on the Future Land Use Map and the R-1 Zoning District is consistent with this land classification.***

FINDINGS OF FACT-VARIANCE

*The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. **The subject property was part of a larger farm, which has been divided and a portion of this farm was annexed to the City of Plano, causing the flag shape of the lot.***

*The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. **Other R-1 zoned properties that were parts of larger farms, whereby part of the larger farm was annexed to a municipality by a previous owner, could request a similar variance.***

*The alleged difficulty or hardship has not been created by any person presently having an interest in the property. **The difficulty was created by a previous owner when they divided the larger farm and annexed a portion of the larger farm to Plano.***

*The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. **Granting the variance would not be detrimental to the public or substantially injurious to other properties.***

*That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. **The proposed***

variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

RECOMMENDATION

Approval



PIN: 01-09-401-013

01-09-401-017

01-09-401-009

01-09-300-003

01-09-401-018

01-09-401-016

01-09-451-002



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.kendallcountyil.gov/offices/sheriff



INTEROFFICE MEMORANDUM

To: Sheriff Baird
From: Admin Assistant Michelle Braasch
Date: 10/08/2024
Re: IGA with Cook County
Copies: As Needed

Please see the attached Intergovernmental Agreement between Kendall County, Illinois and Cook County, Illinois.

This replaces our current agreement with Cook County that was signed in 2018 and has been amended several times, most recent amendment expired on 09/15/2024. Everything stays consistent for Insurance, Per Diem (\$75), and Transports from previous agreements, it is reformatted.

This is an agreement that will stay in place unless terminated by either party with thirty (30) days' notice. It has a maturity date of November 30, 2026, as requested.

Sincerely,

Michelle Braasch

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF COOK
ON BEHALF OF THE COOK COUNTY SHERIFF
AND THE COUNTY OF KENDALL
ON BEHALF OF THE KENDALL COUNTY SHERIFF**

This Intergovernmental Agreement (hereinafter “Agreement”) is entered into by and between the County of Cook, Illinois, a body corporate and politic, on behalf of the Sheriff of Cook County (collectively referred to as “Cook County”) and the County of Kendall, Illinois, a body corporate and politic, on behalf of the Sheriff of Kendall County (collectively referred to as “Kendall County”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 22011 et seq. Cook County and Kendall County are referred to herein individually as a “Party,” and collectively as the “Parties.”

I. RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, 5 ILCS 220/1, entitled the Intergovernmental Cooperation Act, provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, 5 ILCS 220/2, defines a public agency as follows:

“any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.”

WHEREAS, the Cook County Sheriff’s Department of Corrections has a need for additional housing of individuals in custody (IICs) committed to its care and custody; and

WHEREAS, Kendall County has available space for housing said IICs committed to the care and custody of the Sheriff of Cook County, and meets national and state correctional standards; and

WHEREAS, it is understood that IIC populations vary greatly each day, and it is further understood that the Kendall County Jail will be utilized by the Sheriff of Cook County to place IICs in a secure environment to help address overcrowding, segregation and/or other safety and security issues facing the Cook County Department of Corrections and its IIC population;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Cook County and Kendall County hereby agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth:

III. TERM AND TERMINATION OF AGREEMENT

This Agreement shall commence upon execution by both Parties and shall remain in effect until November 30, 2026. Either Party to this Agreement may terminate this Agreement for any reason whatsoever, upon thirty (30) days written notice to all Parties.

IV. PROVISION OF DETENTION SERVICES

- A. IIC Housing Services.** The Sheriff of Kendall County agrees to provide IIC Housing Services (“Housing”) for Cook County IICs as hereinafter provided. Housing is defined as the secure incarceration, consistent with the Constitution of the United States and all applicable Federal and State laws, of IICs provided to Kendall County by officials of the Cook County Department of Corrections.
- B. Detention Standards.** Kendall County agrees to operate the Kendall County Jail in accordance with the Illinois County Jail Standards regarding adequate food, medical services, bedding, clothing, inspection, supervision, mail privileges, personal hygiene, facilities, haircuts, recreation, commissary, visitation, laundry, religious ministrations and access to a television in the dayroom.
- C. Location of Housing.** Kendall County and Cook County further agree that all housing made available by Kendall County will be at the Kendall County Jail located at 1102 Cornell Lane Yorkville IL 60560, until such time as the IIC housed for Cook County is transferred.
- D. Scope of Services.** Kendall County further agrees as follows:
1. Commissary. The Sheriff of Kendall County shall maintain a commissary account for each Cook County IIC for the purposes of permitting purchases as allowed by the rules and regulations of the Kendall County Detention Center and ensure that commissary purchases other than razors be returned with the purchasing IIC upon transfer out of the facility.
 2. Inmate Funds. The Sheriff of Kendall County agrees to hold monies of Cook County IICs while they are in the Kendall County Detention Center and return by check those monies to the IIC upon return to Cook County Department of Corrections.
 3. Clothing. Kendall County will provide appropriate jail uniforms for each IIC accepted under this Agreement.
 4. Medical Services. Kendall County shall provide all necessary medical services to all Cook County IICs confined within the Kendall County Detention Center under the terms of this Agreement, while said IICs are housed at the Kendall County Detention Center.
 - a. Prior to the IIC’s arrival, Cermak Health Services shall provide to Kendall County, or its designee, a transfer summary including, but not limited to, a list of major health problems and current medications of each IIC, together with a list of any pending health care appointments. This list shall include the date, time, location, and nature of the appointment (e.g., type of specialty consultant or diagnostic procedure). Kendall County, or its designee, shall certify that the

Kendall County Detention Center can provide the requisite medical services, including medication, prior to acceptance of the IIC. Kendall County, or its designee, shall destroy all medical records sent by Cermak, for IICs that it does not accept.

- b. Medical services will include all necessary medical, optical, dental, prescriptive, psychiatric and psychological care including medical screenings, diagnosis, treatments, medications, and specialist care deemed necessary by Kendall County's medical providers. Health care appointments that are listed by Cermak as pending at the time of transfer to Kendall County shall not be cancelled by Kendall County or its designee.
 - c. Payment for medications and medical services received by Cook County IICs while in the custody of Kendall County will be the financial responsibility of the Sheriff of Cook County.
 - d. All bills for medical services from shall be paid in a timely manner.
 - e. Copies of all medical records related to the care or services received by IICs while in Kendall County shall be returned to Cermak Health Services in a sealed envelope at the same time the IIC returns to Cook County. All medical information and records shall be maintained as confidential by both Parties in accordance with applicable law.
5. Fees. Kendall County shall not charge any IICs any fees, other than those related to commissary and telephone use, that are not certified by the Clerk of the Circuit Court of Cook County.
6. Prison Rape Elimination Act. Kendall County shall adopt and comply with PREA standards. In addition, Kendall County shall ensure that all allegations of sexual assault are communicated to the Cook County Sheriff's Office and comply with Cook County requests for information regarding compliance with PREA standards.
7. Inmate Discipline. Kendall County shall provide copies of all Inmate Disciplinary tickets and Disciplinary Hearing Board findings to Cook County upon return of the inmate to Cook County Custody. All documents shall be kept separate from the medical records and addressed to the Cook County Department of Corrections Classification Unit.
- E. Number of IICs.** It is expressly agreed by and between the Parties hereto that Cook County shall send, and the Sheriff of Kendall County shall accept, up to fifty (50) IICs as is agreed upon by the Parties to this Agreement. The number of IICs agreed upon shall be evaluated on monthly basis between the Parties hereto. The Parties agree that the Sheriff of Kendall County has the right to refuse to house or continue to house any IIC when deemed in the best interest of the Sheriff of Kendall County.
- F. Per Diem.** As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of seventy-five dollars (\$75.00) per day, per detainee, and payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook County to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause

for termination. The seventy-five dollars (\$75.00) per day fee shall be paid by Cook County even if an inmate is in the Kendall County facility for only a portion of a day. As such, for the purpose of this agreement, an inmate held by Kendall County at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

- G. Medical Services Billing.** In consideration of the terms set forth in Article N, Section D, Subject (4) "Medical Services," Cook County shall be responsible for costs associated with "hospitalization, [and] non-routine medical and dental care, including prescriptions" for which Kendall County has incurred non-routine cost. Pursuant to 730 ILCS 125/17, reimbursement by the County of Cook, Illinois for the cost of hospital and/or physician services provided pursuant to this IGA shall be set at the current Illinois Department of Public Aid rate for medical assistance. Cook County shall satisfy medical services costs incurred pursuant to this IGA from the County Jail Medical Costs Fund established under Section 46-3 of the Cook County Code. See Ord. No. 10-0-48, 9-1-2010.
- H. Invoicing.** All billing records, evidence of services performed as may be required by Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at seventy-five dollars (\$75.00) per day. Invoices if sent by mail will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago, IL 60602. Otherwise, such invoices may be sent via email to the Cook County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.
- I. Transportation of IICs.** The Cook County Sheriff shall transport any and all IICs to and from the Cook County Department of Corrections to and from the Kendall County Detention Center. The Sheriff of Cook County shall provide the Sheriff of Kendall County for each IIC to be housed at the Kendall County Detention Center with a duly authorized copy of a commitment, mittimus and any other papers or documents authorizing detention by the Sheriff of Cook County.
1. Upon arrival at the Kendall County Detention Center, those inmates that have been medically predetermined, pursuant to Section IV.D.(4)(a) above, to be housed in Kendall County shall be transferred into the custody of the Kendall County Sheriff.
 2. A specific time for delivery and pick up of IICs shall be agreed upon by both Parties unless exigent circumstances exist, or other coordinated agreements are mutually made.
 3. Transportation to other origins or facilities from the Kendall County Detention Center facility other than to the Cook County Department of Corrections shall be mutually agreed between the Sheriffs or their designees.
 4. If the need arises for a Cook County IIC to be transported from Kendall County to the Cook County Department of Corrections and it does not coincide with a scheduled transport date, it shall be the responsibility of the Sheriff of Cook County to make the appropriate transportation arrangements.
 5. Kendall County shall not charge Cook County for an IIC's first day of housing at the Kendall County detention facility.

- J. Release From Custody.** The Cook County Sheriff will notify the Kendall County Sheriff immediately if a Cook County IIC housed in the Kendall County Detention Center is released from the custody of the Cook County Sheriff, by a court order or other proper and lawful avenue. The Cook County Sheriff shall either transport said IIC back to Cook County for his or her release or shall allow said IIC to be released from the Kendall County Detention Center. Alternate transportation locations are subject to mutual agreement between the Sheriffs of Cook and Kendall Counties or their designees.
- K. Meritorious Good Time.** It is expressly agreed by and between the parties hereto, that all good time to be awarded to any detainee of Cook County housed in the Kendall County facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 *et seq.*, and all sentence computations for Cook County detainees serving sentences and confined in the Kendall County jail will be prepared by the Sheriff of Cook County.
- L. Uses Of Force and Other Incidents Involving Cook County Detainees.** If a use of force is made against a Cook County detainee while in the custody of the Kendall County Sheriff, Kendall County shall immediately notify a designee of the Cook County Department of Corrections and forward any/all paperwork generated in connection with the use of force. In the event there are other types of incidents involving Cook County detainees, including but not limited to the discipline of Cook County detainees or the filing of a grievance or complaint by a Cook County detainee, Kendall County shall notify a designee of the Cook County Department of Corrections of the incident and forward all relevant documentation as soon as practicable.

In the case of the escape or attempted escape of a Cook County prisoner confined in the Kendall County Jail, the Kendall County Sheriff shall notify the Cook County Sheriff promptly and use all reasonable means to recapture the prisoner. The escape of a Cook County prisoner will be reported immediately by telephone to the Cook County Sheriff or his designee. The date of such escape and the return to custody must be reported in writing to the Cook County Sheriff or his designee within forty-eight (48) hours.

- M. Rules And Regulations.** It is agreed by and between the parties hereto that Cook County detainees transferred under this Agreement are subject to the rules and regulations of the Kendall County jail and the privileges or restrictions attaching thereto and are subject to no other rules and regulations or the granting of any privileges attaching to the Cook County Department of Corrections.

It is further expressly agreed, by and between the parties hereto, that the Kendall County Sheriff will accept no responsibility for compliance with the rules, regulations, or policies of the Cook County Sheriff regarding contact visitation, programs, facilities or privileges which may be provided by the Cook County Sheriff to prisoners while confined in the Cook County Jail(s).

- N. Indemnification.** To the extent allowable by law, Kendall County shall be responsible for and shall indemnify, defend, save and hold Cook County, the Sheriff of Cook County, and their Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any IIC of Cook County housed pursuant to this Agreement arising out of any willful or negligent act or omission of Kendall County, the Kendall County Sheriff, or any agents, officers, or employees thereof while any IIC of Cook County is in the care or control of the Kendall County Sheriff.

To the extent allowable by law, Cook County shall be responsible for and shall indemnify, defend, save and hold Kendall County, the Sheriff of Kendall County, and their agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any IIC of Cook County housed pursuant to this Agreement arising out of any willful or negligent act or omission of Cook County, the Cook County Sheriff's Office, or any of its agents, officers, or employees thereof while any IIC is housed with the Kendall County Sheriff.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Sheriff of Kendall County or his agents or employees which may result from the presence of Cook County detainees during contractual incarceration shall be the responsibility of Kendall County.

Neither party waives its immunities or defenses, whether statutory or common law, by reason of indemnification and insurance provisions of the Agreement.

- O. Insurance.** Kendall County agrees that it shall maintain liability insurance of one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella policy of nine (9) million dollars. Certificates of such insurance detailing the coverage described herein shall be available to the County of Cook upon execution of this agreement.

Alternatively, a self-insurance reserve of two (2) million with excess coverage of thirty (30) million is acceptable if Kendall County self-insures.

- P. Applicable Law.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be Kendall County, Twenty Third Judicial Circuit, State of Illinois.

- Q. Final Agreement of Parties; Modification.** This writing constitutes the final expression of the agreement of the Parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification of this Agreement shall be binding upon the Parties hereto unless the same is in writing and appropriately executed by both Parties.

- R. Notice.** All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the following addresses:

Cook County: General Counsel
 Cook County Sheriff's Office
 50 W. Washington, Room 704
 Chicago, IL 60602

Kendall County: Kendall County Sheriff
 Kendall County Sheriff's Office
 1102 Cornell Lane
 Yorkville, Illinois 60560

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

- S. Authorization.** Cook County and Kendall County represent that all necessary acts have been taken to authorize and approve this argument in accordance with applicable law and this Agreement, when executed by the parties hereto, shall constitute a binding obligation of Cook County and Kendall County, legally and enforceable at law and equity against both.
- T. Severability Clause.** If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.
- U. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their name on behalf of the County of Cook and the County of Kendall.

COUNTY OF COOK

Toni Preckwinkle, President

Date: _____

ATTEST:

Cedric Giles, County Clerk

Date: _____

Acknowledged:

Thomas J. Dart
Cook County Sheriff

Date: _____

Approved as to Form

State's Attorney

Date: _____

COUNTY OF KENDALL

Matt Kellogg, Chairman

Date: _____

ATTEST:

Debbie Gillette, County Clerk

Date: _____

Acknowledged:

Dwight A. Baird
Kendall County Sheriff

Date: _____

KENDALL COUNTY
Ordinance No. _____

An Ordinance for the Establishment of Altered Speed Zones on Various Township Roads

WHEREAS, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

WHEREAS, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department or others; and

WHEREAS, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

THEREFORE, BE IT ORDAINED, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

AND BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

SCHEDULE OF ALTERED SPEED ZONES

<u>Street or Highway</u>	<u>Exact Limits of Zone(s)</u>	<u>Maximum Speed Limit</u>
Ashe Road	Galena Road to Baseline Road	45 MPH

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D., 2024.

Debbie Gillette – County Clerk

SEAL

Kendall County Highway Department
Bid Summary from October 4, 2024 Letting

Project: N. Johnson Street Reconstruction
 Section: 20-00158-00-DR
 Engr. Estimate: \$2,398,947.75

Bidder Rank	Bidder	Bid	+/- Estimate
1	D Construction, Inc.	\$2,549,452.30	+ 6.27%
2	PirTano Construction Co., LLC	\$2,978,026.45	+ 24.14%
3	Performance Construction & Engr., LLC	\$3,032,780.00	+ 26.42%
4	H. Linden & Sons Sewer & Water, Inc.	\$3,329,150.00	+ 38.78%
5	Swallow Construction Corporation	\$3,858,753.00	+ 60.85%

Project: Wheeler Road Bridge
 Section: 22-04115-00-BR
 Engr. Estimate: \$794,595.00

Bidder Rank	Bidder	Bid	+/- Estimate
1	Riber Construction, Inc.	\$665,874.48	- 16.20%
2	D Construction, Inc.	\$745,893.59	- 6.13%
3	Austin Tyler Construction, Inc.	\$909,433.05	+ 14.45%
4	Herlihy Mid-Continent Company	\$998,500.00	+ 25.66%
5	Sjostrom & Sons, Inc.	\$1,015,804.00	+ 27.84%
6	MYS, Inc.	\$1,239,197.17	+ 55.95%

Project: Caton Farm Road Bridge
 Section: 23-00173-00-BR
 Engr. Estimate: \$2,459,365.00

Bidder Rank	Bidder	Bid	+/- Estimate
1	D Construction, Inc.	\$1,811,115.38	- 26.36%
2	PT Ferro Construction Company	\$2,361,758.92	- 3.97%
3	Herlihy Mid-Continent Company	\$2,661,915.00	+ 8.24%



County of Kendall, Illinois

Resolution 2024-_____

RESOLUTION

Resolution granting authority to the Sheriff to purchase a used corrections van on behalf of the Kendall County Board

WHEREAS, the Kendall County Board has the authority to delegate certain power and duties to county officers, and 55 ILCS 5/5-1087 provides the Kendall County Board with the authority to “impose additional duties, powers and functions upon county officers”; and

WHEREAS, Kendall County intends to acquire one previously owned van for the use of Kendall County Corrections; and

WHEREAS, in light of the limited availability of used vans and the resulting limited time to complete the purchase when a van is available, the Kendall County Board grants the Kendall County Sheriff spending authority of up to \$65,000 for the acquisition of one used corrections van; and

WHEREAS, the Kendall County Board recognizes the Kendall County Sheriff is the officer best situated to determine if and when it is appropriate for Kendall County to purchase a van for Kendall County Corrections.

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

The Kendall County Board hereby grants the Kendall County Sheriff authority to approve the purchase of one used corrections van for a total amount not to exceed \$65,000 without further action by the Kendall County Board and the authority to bind Kendall County for such purchase.

The authority herein granted to the Kendall County Sheriff will continue for one year after the date of adoption of this Resolution or until the van has been purchased, whichever occurs first. The County Board may revoke the authority granted to the Kendall County Sheriff 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:

Matt Kellogg, Chairman
Kendall County Board

Debbie Gillette
County Clerk



County of Kendall, Illinois

Resolution 2024-_____

RESOLUTION

Resolution granting authority to Kendall County Facilities Director to purchase a used van on behalf of the Kendall County Board

WHEREAS, Kendall County intends to acquire one previously owned van for the use of Kendall County Facilities Management; and

WHEREAS, in light of the limited availability of used vans and the resulting limited time to complete the purchase when a van is available, the Kendall County Board grants the Kendall County Facilities Director spending authority of up to \$50,000 for the acquisition of one used van; and

WHEREAS, the Kendall County Board recognizes the Kendall County Facilities Director is the county officer best situated to determine if and when it is appropriate for Kendall County to purchase a van for Kendall County Facilities Management.

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

The Kendall County Board hereby grants the Kendall County Facilities Director authority to approve the purchase of one used van for a total amount not to exceed \$50,000 without further action by the Kendall County Board and the authority to bind Kendall County for such purchase.

The authority herein granted to the Kendall County Facilities Director will continue for one year after the date of adoption of this Resolution or until the van has been purchased, whichever occurs first. The County Board may revoke the authority granted to the Kendall County Facilities Director 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:

Matt Kellogg, Chairman
Kendall County Board

Debbie Gillette
County Clerk



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 10/15/2024

Subject: Intergovernmental Agreement for Administrative and Financial Services Between Kendall County and the Kendall County Forest Preserve District

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

Approval of the Intergovernmental Agreement for Administrative and Financial Services Between Kendall County and the Kendall County Forest Preserve District

Board/Committee Review:

On 10/10/24, the Committee of the Whole voted to forward this item to the County Board for approval.

Fiscal impact:

N/A

Background and Discussion:

The attached is a draft Intergovernmental Agreement for Administrative and Financial Services Between Kendall County and the Kendall County Forest Preserve District (“Agreement”). The proposed Agreement documents the administrative and financial services that have been and will continue to be shared between Kendall County and the Kendall County Forest Preserve District. For example, the attached Agreement confirms Kendall County will continue to permit the Forest Preserve employees to maintain coverage under Kendall County’s health, dental, vision, life insurance plans, and other employee benefits policies that are offered to Kendall County employees, provided Kendall County is reimbursed for all the Forest Preserve’s employee benefit costs.

Staff Recommendation:

Approval of the Intergovernmental Agreement for Administrative and Financial Services Between Kendall County and the Kendall County Forest Preserve District.

Attachments:

1. Intergovernmental Agreement for Administrative and Financial Services Between Kendall County and the Kendall County Forest Preserve District

**INTERGOVERNMENTAL AGREEMENT FOR
ADMINISTRATIVE AND FINANCIAL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (*“the Agreement”*) is by and between the County of Kendall (*“Kendall County”*) and the Kendall County Forest Preserve District (*“Forest Preserve”*), both units of local government of the State of Illinois.

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 the Forest Preserve (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 public agencies 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 contracting units of local government have authority to perform the service; and

WHEREAS, the Parties wish to enter into an intergovernmental agreement wherein Kendall County shall provide various administrative services for the Forest Preserve; 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. **OBLIGATIONS OF KENDALL COUNTY.** Kendall County agrees to provide the following administrative and financial services to the Forest Preserve (hereinafter collectively referred to as “administrative services”), including:

- a. Continue to provide the Forest Preserve’s internet service and technology support for the Forest Preserve’s networked computers, multi-function copiers, and office telephones. This shall permit the Forest Preserve to receive updates to Kendall County software applications and databases to remain compatible with various databases utilized by Kendall County for the purpose of communications, expense vouchers, budgets, and other administrative purposes. Kendall County’s internal technical staff will provide technology assistance within their capabilities.
- b. Continue to provide purchasing, maintenance, and troubleshooting assistance for the Forest Preserve’s networked multi-function copiers, computers, and other electronic devices, provided Kendall County is reimbursed for all the Forest Preserve’s purchasing costs.
- c. Continue to provide the Forest Preserve with subscriptions to Kendall County’s Office 365 platform for so long as Kendall County maintains the Office 365 platform, provided the Forest Preserve reimburses Kendall County for the cost of all the Forest Preserve’s subscriptions to Kendall County’s Office 365 platform.
- d. Continue to supply toner (ink) and paper to the Forest Preserve’s multi-function copiers that are acquired through Technology’s purchasing program, provided

Kendall County is reimbursed for the cost of all the Forest Preserve's toner (ink) and paper.

- e. Continue to permit the Forest Preserve employees to maintain coverage under Kendall County's health, dental, vision, life insurance plans, and other employee benefits policies that are offered to Kendall County employees, provided Kendall County is reimbursed for all the Forest Preserve's employee benefit costs.
- f. Continue to prepare and maintain records regarding the Forest Preserve and its employees' coverage under Kendall County's applicable health, dental, vision, and life insurance policies.
- g. Forward all the Forest Preserve employees' personnel files and other personnel records in the County's possession to the Forest Preserve so that said records may be maintained by the Forest Preserve.
- h. Direct all concerns or complaints received about the Forest Preserve's personnel and/or operations to the Forest Preserve for processing.
- i. Perform special facilities, technology, and/or other administrative service projects as requested by the Forest Preserve's Board of Commissioners and approved by the Kendall County Board.
- j. The Deputy County Administrator will provide the following financial services to the Forest Preserve:
 - i. Prepare monthly financial reports for all Forest Preserve funds for the District's Operations and Finance Committees.

- ii. Perform financial analyses of Forest Preserve funds and general ledger budget accounts requested by the Forest Preserve's Executive Director or Board of Commissioners.
- iii. Assist with preparation and input of the Forest Preserve's annual budgets into MUNIS including all operating, capital, and debt service funds.
- iv. Complete annual levy analyses for the Forest Preserve's operating levy and debt service levies.
- v. Support the analysis of any discrepancies generated or reported within the Forest Preserve's financial reports.
- vi. Support re-coding of revenues and expenses as warranted in consultation with the Treasurer's Office and/or the Forest Preserve's auditors, as needed.
- vii. Support modification of the general ledger structure and account codes for the District's budgets and cost centers as needed.
- viii. Support the process for issuing bonds, annual continuing financial disclosures, and bond rating evaluations in consultation with the Forest Preserve's municipal financial advisors, as needed.
- ix. Review and extend support to address annual audit findings and recommendations, as needed.
- x. Assist with troubleshooting deposit or expenditure report errors and corrections needed in all Forest Preserve funds.
- xi. Assist with generating Forest Preserve financial analyses and reporting including (MUNIS) software reports as needed.

- k. Submit request forms for licensed and special use of Forest Preserve facilities and preserve areas for all Kendall County and Kendall County-sponsored functions and events.

3. **OBLIGATIONS OF THE FOREST PRESERVE.** The Forest Preserve agrees to:

- a. Be responsible for purchasing, supporting, and upgrading software applications that solely support Forest Preserve's programs and operations. The Forest Preserve is responsible for technical support for these applications. However, Kendall County's internal technical staff will provide technology assistance within their capabilities.
- b. Promptly reimburse Kendall County for all expenses that Kendall County incurs on the Forest Preserve's behalf while performing the administrative services. However, the Parties agree that labor costs incurred by Kendall County while providing the administrative services are not reimbursable expenses.
- c. Promptly reimburse Kendall County for the cost to purchase the Forest Preserve's networked printers, computers, and other electronic devices.
- d. Promptly reimburse Kendall County for the cost of all Forest Preserve subscriptions to Kendall County's Office 365 platform.
- e. Direct all concerns or complaints received about Kendall County's personnel and/or operations to Kendall County for processing.
- f. Continue to pay the Deputy County Administrator a stipend for so long as the Deputy County Administrator continues to perform the financial services set forth above in this Agreement. The Parties agree the stipend shall be in an amount of at

least Six Thousand One Hundred Twenty Dollars and Zero Cents (\$6,120.00) per fiscal year or such greater amount as approved by the Forest Preserve's Board of Commissioners. The stipend shall be paid in bi-weekly installments pursuant to Kendall County's regular payroll schedule.

- g. Process all request forms received from Kendall County for licensed and special use of Forest Preserve facilities and preserve areas for approval by the Forest Preserve Operations Committee or Committee of the Whole.

4. **PAYMENT OF EXPENSES.** The Forest Preserve agrees to reimburse Kendall County for all administrative services expenses set forth above within thirty (30) calendar days of receipt of an invoice from Kendall County. Kendall County agrees to provide advance notification to the Forest Preserve prior to incurring any billable administrative services expense, except in the event of an emergency in which case Kendall County agrees to notify the Forest Preserve about the billable administrative services expense as soon as practicable. Kendall County agrees that all administrative services expenses not submitted to the Forest Preserve for reimbursement within one calendar year from the date it was paid by Kendall County is deemed waived, and Kendall County is no longer entitled to reimbursement of that expense.

5. **DURATION.** This Agreement shall continue for a period of four (4) 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 at any time by providing thirty (30) calendar days advance written notice to all other parties.

6. **ASSIGNMENT.** This Agreement and the rights of the Parties hereunder may not be assigned without consent (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 assignees, any rights, remedies, obligations or liabilities under or by reason of such agreements.

7. **NOTICE.** 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. Copies of all notices from all Parties must be forwarded to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560.

If to the County:

Kendall County Clerk
502 South Main Street
Yorkville, Illinois 60560

If to the Forest Preserve:

President of the Kendall County Forest Preserve
110 W. Madison Street
Yorkville, Illinois 60560

8. **MODIFICATION/SEVERABILITY.** 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. If any provision of this Agreement shall be declared 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 thereby.

9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties as it relates to administrative and financial 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 administrative and financial services to be provided by Kendall County to the Forest Preserve. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the Parties regarding administrative and financial services and may not be further modified except in writing and signed by all Parties. This Agreement in no way alters and/or supersedes (a) the lease agreement executed by the Parties on or about March 3, 2020, regarding the lease of office space at the Kendall County Historic Courthouse; (b) the agreement for use of the storage space at the Pickerill Estate House; (c) the intergovernmental agreement executed by the parties on or about June 27, 2023, regarding the Inspector General's services to the Forest Preserve; and/or (d) any other intergovernmental agreement executed by the parties.

10. **VALID SIGNATURES.** Kendall County and the Forest Preserve 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 on the ___ day of _____, 2024.

County of Kendall, Illinois

Kendall County Forest Preserve District

By: _____
Chair, Kendall County Board

By: _____
President, Kendall County Forest Preserve District

Attest:

Attest:

County Clerk

Secretary

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



SEPTEMBER

2024

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	September-22	September-23	August-24	September-24
Calls for Service	746	715	757	816
Police Reports	358	353	332	344
Total Arrests	127	162	143	114
Ordinance Citations Issued	0	0	1	0
TRAFFIC SERVICES				
Traffic Contacts	609	648	430	389
Traffic Citations Issued	286	253	182	185
DUI Arrests	8	4	6	3
TRAFFIC CRASH INVESTIGATIONS				
Property Damage	36	27	31	47
Personal Injury	11	15	8	14
Fatalities	1	0	1	1
TOTAL CRASH INVESTIGATIONS	48	42	40	62
VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	48,123	56,622	67,153	56,280
Vehicle Maintenance Expenditures	\$4,336	\$0	\$11,618	\$2,391
Fuel Expenditures	\$15,288	\$15,477	\$16,112	\$14,430
Fuel Gallons Purchased	4,276	4,033	4,894	4,500
Squad Damage Reports	0	1	0	0
AUXILIARY DEPUTIES				
Ride-A-Long Hours	10	0	0	0
Auxiliary Hours	102	97	152	86
TOTAL AUXILIARY HOURS	112	97	152	86
EVIDENCE/PROPERTY ROOM				
New Items into Property Room	151	121	112	143
Disposal Orders Processed	26	44	35	36
Items Disposed Of	189	127	83	115
Items Sent to Crime Lab for Processing	10	49	18	0
INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	35	19	33	46
Total Closed Cases (Patrol/Invest)	33	24	28	25
Total Open Cases (Patrol/Invest)	79	85	109	130
Community Policing Meetings/Presentations	32	38	36	28
Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	15	15	12	9
Sex Offender - Address Verifications Completed	0	0	0	0
Sex Offender - Address Verification Attempted	0	0	0	0
Total # of Sex Offenders- Jurisdiction	29	32	33	33
Total # of Sex Offenders- Entire County	86	86	87	87
Violent Offenders Against Youth Registrations	2	3	2	4
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	8	7	6	5
Total # of VOAY- Entire County	24	27	26	24

RECORDS DIVISION

SHERIFF SALES	September-22	September-23	August-24	September-24
Sales Scheduled	11	17	8	10
Sales Cancelled	9	10	7	7
Sales Conducted	2	7	1	3

CIVIL PAPERWORK

Papers Filed/Received	131	132	179	196
Papers Served/Executed	105	112	145	152

ORDERS OF PROTECTION

OP Received	11	17	19	17
OP Prohibiting Firearms	9	10	2	2
OP Served	2	7	24	32

REPLEVINS/LEVY

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

SA, SUBPOENA &FOIA REQUESTS

Electronic and Recording Copy Requests	96	66	73	58
Body/Dash Cam Requests	na	na	17	3
Accident Reports	26	16	12	20
Background Checks	29	28	20	36
Reports	80	71	69	61
Subpoenas	1	4	4	4
TOTAL REQUESTS	232	185	195	182

WARRANTS

Total Warrants on File	1,718	1,314	1,060	1,050
New Warrants Issued	132	133	126	90
Total Warrants Served	115	141	122	82
Warrants Quashed	17	41	20	18

EVICCTIONS

Evictions Scheduled for Month	8	16	10	9
Evictions Cancelled	3	11	8	2
Evictions Conducted	5	5	2	7

FEEES

Civil Process Fees	\$6,006	\$4,934	\$5,135	\$4,375
Sheriff Sales Fees	\$2,400	\$3,600	\$3,000	\$1,500
Records Fees/Fingerprinting	\$265	\$75	\$320	\$230
Bond Processing Fees	\$1,674	\$4,418	\$1,117	\$324
TOTAL FEES COLLECTED	\$10,344	\$13,027	\$9,572	\$6,429

CORRECTIONS DIVISION**JAIL POPULATION**

New Intake Bookings	188	207	213	176
Inmates Released	180	197	201	176
Federal Inmate ADP	20	13	6	6
Kendall County Inmate ADP	70	60	40	41
Other Jurisdictions Inmate ADP	3	6	15	12
Average Daily Population	93	79	61	59
ADP of inmates housed in other Jurisdictions	11	6	5	4

JAIL MEALS

	September-22	September-23	August-24	September-24
Number of Meals Prepared Consolidated/Aramark	19,631	7,232	5,837	5,310
Price Per Meal	\$2.23	\$3.08	\$3.08	\$3.08

INMATE TRANSPORTS

To and From Kendall County Courthouse	63	52	50	49
Other County Court Transports	3	4	0	0
Out of County Prisoner Pickups	8	9	26	16
To I.D.O.C	2	2	3	2

Medical/Dental Transports	6	6	13	7
Court ordered medical transports	1	0	0	0
Juvenile To and From Youth Homes/Courts	13	14	13	14
Federal Transports	9	4	1	1
To and From Kane County Jail	20	3	11	4
TOTAL INMATE TRANSPORTS	125	94	117	93

INMATE WORK CREWS

Number of Inmates	0	0	0	2
Number of Locations	0	0	0	1
Total Hours Worked	0	0	0	13

REVENUE

Amount Invoiced for Inmates Housed for Other Juris.	\$3,080	\$2,250	\$23,100	\$17,775
Amount Invoiced for Federal Housing	\$47,920	\$36,156	\$17,112	\$16,560
Amount Invoiced for Federal Court Transport	\$3,736	\$693	\$580	\$403
Amount Invoiced for Federal Medical Transport	\$215	\$291	\$0	\$294
TOTAL INVOICED	\$54,952	\$39,390	\$40,792	\$35,032

MEDICAL BILLING

Medical Contractual Services	\$20,809	\$21,917	\$21,917	\$21,917
Prescriptions	\$2,545	\$1,441	\$1,353	\$1,129
Medical	\$1,158	\$394	\$138	\$23
Dental	\$0	\$0	\$0	\$4,083
Emergency Medical Services	\$1,123	\$44	\$235	\$318
Medical Supplies	\$381	\$159	\$548	\$853
TOTAL MEDICAL BILLING	\$26,016	\$23,955	\$24,191	\$28,323

Housing Expense

Kane County Jail	\$17,250	\$4,275	\$0	\$0
TOTAL HOUSING EXPENSE	\$17,250	\$4,275	\$0	\$0

COURT SECURITY

Entries	10,269	10,460	12,315	10,692
Items X-rayed	4,443	4,434	5,097	4,506
Bond Call - In Person	3	105	117	83
Bond Call - Video	57	26	0	0
Kendall Prisoners	81	73	62	53
Other Prisoners	10	16	23	20
Arrests made at Courthouse	28	29	19	17
Contraband Refused	53	46	59	62

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	September-22	September-23	August-24	September-24
Juvenile	6	5	6	6
Adult	72	79	66	63
TOTAL PARTICIPANTS	78	84	72	69

Orders

Presentenced	69	73	68	65
Bischof	31	36	30	29
Post Sentenced	9	11	4	4

Days Defendants Served on EHM

Juvenile	163	95	160	149
Adult	1,984	2,207	1,868	1,750
TOTAL DAYS	2,147	2,302	2,028	1,899

EHM VIOLATIONS

Juvenile	3	1	0	2
Adult	10	4	10	9
TOTAL VIOLATIONS	13	5	10	11

COST vs. COLLECTIONS

Cost	\$5,647	\$6,054	\$5,334	\$4,994
Collected	\$5,431	\$2,274	\$7,060	\$2,516

KCSO TRAINING**CORRECTIONS DIVISION****NATURE OF TRAINING**

Airborne & Bloodborne Pathogens	1
Annual Mandatory Firearms Qual	2
Anti-Bias for Law Enforcement	2
Basic First Aid	4
Booking & Admissions	3
Combating Complacency in Jails	28
Corrections Transport Protocols	0.5
CourtSmart	1
De-Escalation & Reasonable Use of Force	2
Drug & Alcohol Awareness	1
Drug Withdrawal in Jail	2
Ethical Behavior for Corrections Officers	2
First Aid/CPR/AED	2
Gangs 1	1
Gangs 2	2
Global SDS & Hazardous Communication Standards	2
Infectious & Communicable Diseases	2
Inmate Correspondence	1
Jail Evacuation Exercise	270
Jail Release Procedures	1
LEADS LTFA	4
LEADS Re-Cert	1.5
Lexipol DTB's	18.75
Maintaining Boundaries for Corrections Staff	1
Mental Health in Jails	1
Off Duty Qual	2
Officer Wellness & Mental Health Awareness	2

PREA Overview				2
Security & Privacy LEADS				3
Suicide Prevention in Jails				1
Supervising Inmates				26
Taser Re-Cert				4
The LGBTQ Community				4
Tips for Successful Supervisors				28
Wellness for Corrections				27
TOTAL HOURS	390.00	263.00	224.00	454.75

OPERATIONS DIVISION	September-22	September-23	August-24	September-24
NATURE OF TRAINING				
Annual Mandatory Firearms Quals				3
Basic Observer/Sniper School				40
Conflict Resolution & De-Escalation Strategies				8
CourtSmart				17.5
Criminal Related Interviewing				16
Crisis Intervention/Disturbance Calls				3
Effective School Presentations				24
Emotional Regulation: Somatic Approaches				8
Evidence-Based Interviews & Interrogations				48
Firearms Restraining Order Act Awareness				10
FTO Refresher Sokolove				32
Gang Combat Dynamics: Zero Tolerance Approach				16
High Risk Vehicle Stops Instructor				16
Juvenile Officer Certification				40
LEADS Re-Cert				1.5
Lexipol DTB's				22.5
Mental Health Awareness				45
Off Duty Qual				2
Officer Stress Management				1
Rifle Qual				4
Roll Call Training				7.5
Security & Privacy LEADS				1.5
Supervisor Liability for Law Enforcement				8
Tactical Shoot				252
Trauma Informed Response to Sexual Assault/Abuse				24
TOTAL HOURS	407.00	387.50	778.00	650.50

COURT SECURITY	September-22	September-23	August-24	September-24
NATURE OF TRAINING				
Comating Complacency in Jails				5
CourtSmart				3
Lexipol DTB's				4.5
Supervising Inmates				5
Wellness for Corrections				5
TOTAL HOURS	13.00	22.25	41.25	22.50

ADMINISTRATION DIVISION	September-22	September-23	August-24	September-24
NATURE OF TRAINING				
CourtSmart				0.5
Integrated Ballistics ID System Data				8
TOTAL HOURS	12.50	25.00	0.50	8.50

AUXILIARY	September-22	September-23	August-24	September-24
NATURE OF TRAINING				
Lexipol			0.5	1.5
TOTAL HOURS	7.00	3.25	5.50	1.50

PART TIMERS	September-22	September-23	August-24	September-24
NATURE OF TRAINING				
CourtSmart				2.5
Firearms Restraining Order Act Awareness				2
Lexipol DTB's				6
Mental Health Awareness Refresher				10
Tactical Shoot				7
TOTAL HOURS	12.00	28.25	29.00	27.50

Kendall County Clerk				
Revenue Report		9/1/24-9/30/24	9/1/23-9/30/23	9/1/22-9/30/22
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$589.00	\$591.50	\$706.00
MARFEE	County Clerk Fees - Marriage License	\$2,220.00	\$2,280.00	\$2,760.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	
ASSUME	County Clerk Fees - Assumed Name	\$45.00	\$25.00	\$65.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,260.00	\$1,666.00	\$2,152.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$20.00
MISINC	County Clerk Fees - Misc	\$35.00	\$3.00	\$77.00
	County Clerk Fees - Misc Total	\$5,149.00	\$4,595.50	\$5,780.00
RECFEE	County Clerk Fees - Recording	\$22,245.00	\$21,609.00	\$25,483.00
	Total County Clerk Fees	\$27,394.00	\$26,204.50	\$31,263.00
CTYREV	County Revenue	\$53,337.00	\$48,644.25	\$53,482.75
DCSTOR	Doc Storage	\$19,354.55	\$12,570.50	\$14,809.00
GISMAP	GIS Mapping	\$40,170.00	\$39,930.00	\$47,010.00
GISRCD	GIS Recording	\$8,135.50	\$2,662.00	\$3,134.00
INTRST	Interest	\$71.50	\$89.28	\$37.71
RECMIS	Recorder's Misc	\$3,408.75	\$706.50	\$3,558.25
RHSP	RHSP/Housing Surcharge	\$21,204.00	\$21,294.00	\$12,708.00
TAXCRT	Tax Certificate Fee	\$320.00	\$960.00	\$320.00
TAXFEE	Tax Sale Fees	\$50.00		
PSTFEE	Postage Fees	\$29.55		
CK # 19917	To KC Treasurer	\$173,474.85	\$153,061.03	\$166,322.71
Death Certificate Surcharge sent from Clerk's office \$1072.00 ck # 19915				
Dom Viol Fund sent from Clerk's office \$370.00 ck 19916				

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 9/30/2024

<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	\$3,352,820	104.49%	\$3,107,212	98.37%
Local Use Tax	\$810,000	\$641,817	79.24%	\$678,755	89.31%
State Sales Tax	\$600,000	\$732,650	122.11%	\$582,027	89.54%
County Clerk Fees	\$350,000	\$216,907	61.97%	\$233,875	66.82%
Circuit Clerk Fees	\$1,000,000	\$1,118,131	111.81%	\$1,069,296	101.84%
Fines & Foreits/St Atty.	\$260,000	\$386,491	148.65%	\$350,775	140.31%
Building and Zoning	\$85,000	\$105,536	124.16%	\$87,295	109.12%
Interest Income	\$650,000	\$2,009,059	309.09%	\$1,192,330	1589.77%
Health Insurance - Empl. Ded.	\$1,644,361	\$1,172,154	71.28%	\$1,074,181	72.17%
1/4 Cent Sales Tax	\$3,280,000	\$3,193,600	97.37%	\$3,076,607	95.29%
County Real Estate Transf Tax	\$450,000	\$507,026	112.67%	\$394,398	87.64%
Federal Inmate Revenue	\$503,700	\$219,420	43.56%	\$358,620	61.41%
Sheriff Fees	\$107,250	\$99,254	92.54%	\$97,667	85.93%
TOTALS	\$13,863,996	\$14,297,026	103.12%	\$13,230,361	100.58%
Public Safety Sales Tax	\$8,000,000	\$5,726,534	71.58%	\$5,461,212	72.82%
Transportation Sales Tax	\$8,000,000	\$5,726,534	71.58%	\$5,461,212	72.82%

****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

\$20,213,543

55.40%

\$19,584,000

61.58%

Office of the Kendall County Coroner

**Monthly Report
September 2024**

* There were 25.5 hours of community service time served during the month of September.

* Chief Deputy Gotte attended the IALEFI Conference during the week of September 16.

* Chief Deputy Gotte participated in the Newark High School Homecoming Mock Car Accident Scenario on September 30.

Deaths Report to the M.E.		Deaths Investigations	
September 2024	28	September 2024	5
YTD	286	YTD	40

MEI Scene Investigations		Postmortem Examinations	
September 2024	5	September 2024	2
YTD	48	YTD	19

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
September 2024	23	2	1	1	0	1
YTD	261	12	7	1	1	4

Cremation Permits Issued	
September 2024	21
YTD	189

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0259	Natural	Cardiac	10-08-1942	09-01-2024	None	No
2024-0260	Natural	Neoplasm	11-03-1945	09-03-2024	None	No
2024-0261	Natural	Neoplasm	05-01-1946	09-03-2024	None	No
2024-0262	Accident	Fall-Standing Height	01-16-1950	09-03-2024	None	No
2024-0263	Natural	Cardiac-Hypertension	07-14-1950	09-06-2024	None	No
2024-0264	Natural	Neoplasm/Cancer	02-05-1954	09-07-2024	None	No
2024-0265	Natural	Neoplasm	12-15-1942	09-08-2024	None	No
2024-0266	Natural	Dementia-Alzheimers	04-09-1948	09-09-2024	None	No
2024-0267	Natural	Neoplasm/Cancer	09-16-1936	09-09-2024	None	No
2024-0268	Natural	Neoplasm/Cancer	12-08-1943	09-10-2024	None	No
2024-0269	Natural	Dementia-Alzheimers	10-02-1927	09-10-2024	None	No
2024-0270	Natural	Nervous System	11-01-1949	09-13-2024	None	No
2024-0271	Natural	Nervous System	05-16-1944	09-13-2024	None	No
2024-0272	Accident	MVCrash-Driver	01-08-2007	09-13-2024	Toxicology	Yes
2024-0273	Natural	Neoplasm/Cancer	12-23-1968	09-16-2024	None	No
2024-0274	Natural	Neoplasm/Cancer	07-03-1935	09-17-2024	None	No
2024-0275	Pending	Undetermined/Other	12-21-1941	09-17-2024	Full	Yes
2024-0276	Natural	Neoplasm/Cancer	01-25-1945	09-19-2024	None	No
2024-0277	Natural	Dementia-Alzheimers	10-27-1927	09-21-2024	None	No
2024-0278	Natural	Cardiac	09-12-1938	09-21-2024	None	No
2024-0279	Natural	Neoplasm/Cancer	10-12-1941	09-23-2024	None	No
2024-0280	Natural	Pulmonary	11-08-1954	09-23-2024	None	No
2024-0281	Natural	Neoplasm/Cancer	01-17-1955	09-26-2024	None	No
2024-0282	Natural	Neoplasm/Cancer	01-11-1924	09-27-2024	None	No
2024-0283	Natural	Chronic Alcoholism	02-09-1966	09-27-2024	None	Yes
2024-0284	Homicide	Gun-Not Specified	04-18-1954	09-27-2024	Full	Yes
2024-0285	Suicide	Asphyxia-Strangulation-Hanging	03-24-2000	09-28-2024	None	Yes
2024-0286	Natural	Nervous System- Stroke	04-24-1939	09-29-2024	None	No

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

Emergency Management Report

SEPTEMBER 2024

○ **KCEMA Operations**

- 4 members attended the 2024 IEMA/OHS Conference
- Attended the First Responder, Mental Health and Aging Population Conference
- Quarter ended for the grants. Documentation due end of October
- New communications gear coming in from IEAS

○ **Nuclear**

- Planning for the upcoming Nuclear Dresden Drill in 2025 is underway. Attending several planning meetings throughout the months to come.
 - Extent of play – Oct 29th
 - Pre-Exercise – March 4, 2025
 - Exercise – April 8, 2025

○ **Festival Season**

- The UCP was at the Plainfield Homecoming on 09/28/24

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

- KCEMA Leadership Meetings
- Nuclear Operations – Pressure water Plants (Springfield)
- Recovery/Resilience Monthly Learning Sessions
- EP Communications Testing
- Starcom/IPAWS Monthly Testing
- IEMA/OHS Conference
- 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 OCTOBER 2024

	J. MAJER	C. WHEATON	K. GUSTAFSON	R.LANCILOTI	S. KIRST	S. HOLLMEYER	New Files	TOTAL
Criminal Felony:	166	200	257			23	65	
Class M-	4	2						
Class X-	20	23	8			1		
Class 1-	13	27	15			1		
Class 2-	53	49	60			1		
Class 3-	18	35	57			9		
Class 4-	58	63	117		1	11		
MX/SVP/Post C.:	2	1					1	
Criminal CM:	32	39	92	42	72	32	38	
Criminal DUI/DT:	16	2	7	27	32	13	25	
Criminal DV:	5	4	6	49	45	26	26	
Traffic Offenses (TR):	17	21	48	43	82	24	24	
Traffic Offenses (MT):	12	2	27	132	142	100	124	
Juvenile JA/Truancy JV:			7	39	52	57	32	

	<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>
Juvenile JD:			4	18	52	25	15	
Class X-					1	5		
Class 1-					2			
Class 2-			1	1	5			
Class 3-				3	12	5		
Class 4-			2	3	12	5		
CM-			1	11	20	10		
Criminal Contempt:			1					
Civil Law/Other:								
Conditions Call Only:							18	
Total Open/Oct.-24:	250	268	449	350	478	300		2,095
Total Open/Sept.-24:	247	277	461	289	477	251		2,002
Total Closed/Sept.-24:	39	37	44	42	53	47		262
Total New Files-Sept.-24:	43	15	32	107	92	63		352



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/15/2024
Subject: Approval of Petition 24-14, New Future Land Use Map for Seward Township
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-14, A Request from Tim O'Brien on Behalf of Seward Township for an Amendment to the Future Land Use Map Contained in the Land Resource Management Plan by Adopting a New Future Land Use Map for Seward Township and Related Text Changes

Previous Board/Committee Review:

ZPAC-Approval (9-0-1) on May 7, 2024

Kendall County Regional Planning Commission-Approval with Seward Township Meeting Minutes added to the Record (6-1-3) on May 22, 2024

Kendall County Zoning Board of Appeals-Forward to the County Board (7-0) on May 28, 2024

Kendall County Planning, Building and Zoning Committee-Denial (3-2) on October 7, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to update the Future Land Use Map for Seward Township.

The table showing the amount and percentage of the various land uses in Seward Township would also be changed to reflect the amendment.

The record for the Petition can be found here, <https://www.kendallcountyil.gov/home/showpublisheddocument/30233/638530165625270000>.

Staff Recommendation:

Neutral

Attachments:

Draft Resolution

Current Future Land Use Map

RESOLUTION NUMBER 2024-_____

A RESOLUTION ADOPTING AN AMENDMENT TO THE KENDALL COUNTY LAND RESOURCE MANAGEMENT PLAN TO UPDATE THE FUTURE LAND USE PLAN BY UPDATING THE SEWARD TOWNSHIP FUTURE LAND USE MAP AND RELATED TEXT AMENDMENTS TO THE KENDALL COUNTY LAND RESOURCE MANAGEMENT PLAN

WHEREAS, 50 ILCS 805/1, et seq. allows Counties to create and adopt Land Resource Management Plans; and

WHEREAS, 55 ILCS 5/5-14001 through 5-14008 specifies how a County may adopt and amend Official Plans; and

WHEREAS, Kendall County adopted a Land Resource Management Plan in March 1994; and

WHEREAS, the Kendall County Board has amended the Land Resource Management Plan on several occasions since its adoption in March 1994; and

WHEREAS, the Kendall County Land Resource Management Plan has adopted official Future Land Use Maps for each township and for the County as a whole; and

WHEREAS, on April 23, 2024, Seward Township, as represented by Tim O’Brien, hereinafter be referred to as “Petitioner”, submitted an application repealing and replacing the Future Land Use Map for Seward Township and related text changes to the Land Resource Management Plan; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on May 2, 2024, the Kendall County Regional Planning Commission conducted a public hearing on May 22, 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 amendments and zero members of the public testified in favor of the request, zero members of the public testified in opposition to the request, one member of the public asked a general question regarding the request, and one member of the public made general comments regarding the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Regional Planning Commission has recommended approval of the proposed amendment; and

WHEREAS, the Kendall County Zoning Board of Appeals met on May 28, 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 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 forwarding the proposed amendments to the County Board; 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 meeting, and has forwarded to the Kendall County Board a recommendation of denial of the proposed amendment; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and

Zoning Committee, the recommendation of the Kendall County Zoning Board of Appeals, the record of the public hearing conducted by the Kendall County Regional Planning Commission, the recommendation of the Kendall County Regional Planning Commission, and has determined that said proposed amendment to the Kendall County Land Resource Management Plan is necessary and in the best interests of Kendall County; and

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

1. The Recommendations of the Kendall County Regional Planning Commission and Kendall County Zoning Board of Appeals attached hereto as Exhibits A and B respectively are hereby accepted.
2. The Kendall County Board hereby grants approval of Petitioner’s petition for an amendment to the Future Land Use Map contained in the Kendall County Land Resource Management Plan by repealing and replacing the Future Land Use Map of Seward Township with the Map attached hereto as Exhibit C.
3. Any text or maps contained in the Kendall County Land Resource Management Plan in conflict with this resolution, including but not limited to the future land use table contained on page 9-30 and the list of revisions contained in Section 1 of the Land Resource Management Plan, are hereby amended to match the Map attached hereto as Exhibit C.

IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 15th day of October, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Exhibit A

The Kendall County Regional Planning Commission held a public hearing on the Petition 24-14 on May 22, 2024. On the same date, the Commission issued the following recommendation by a vote of six (6) in favor and one (1) in opposition. Commissioners Mc-Carthy-Lange, Stewart, and Wormley were absent.

RECOMMENDATION

Approval with the addition of Seward Township's maps and minutes included in the record.

Exhibit B

The Kendall County Zoning Board of Appeals held a public meeting on the Petition 24-14 on May 28, 2024. On the same date, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of seven (7) in favor and zero (0) in opposition.

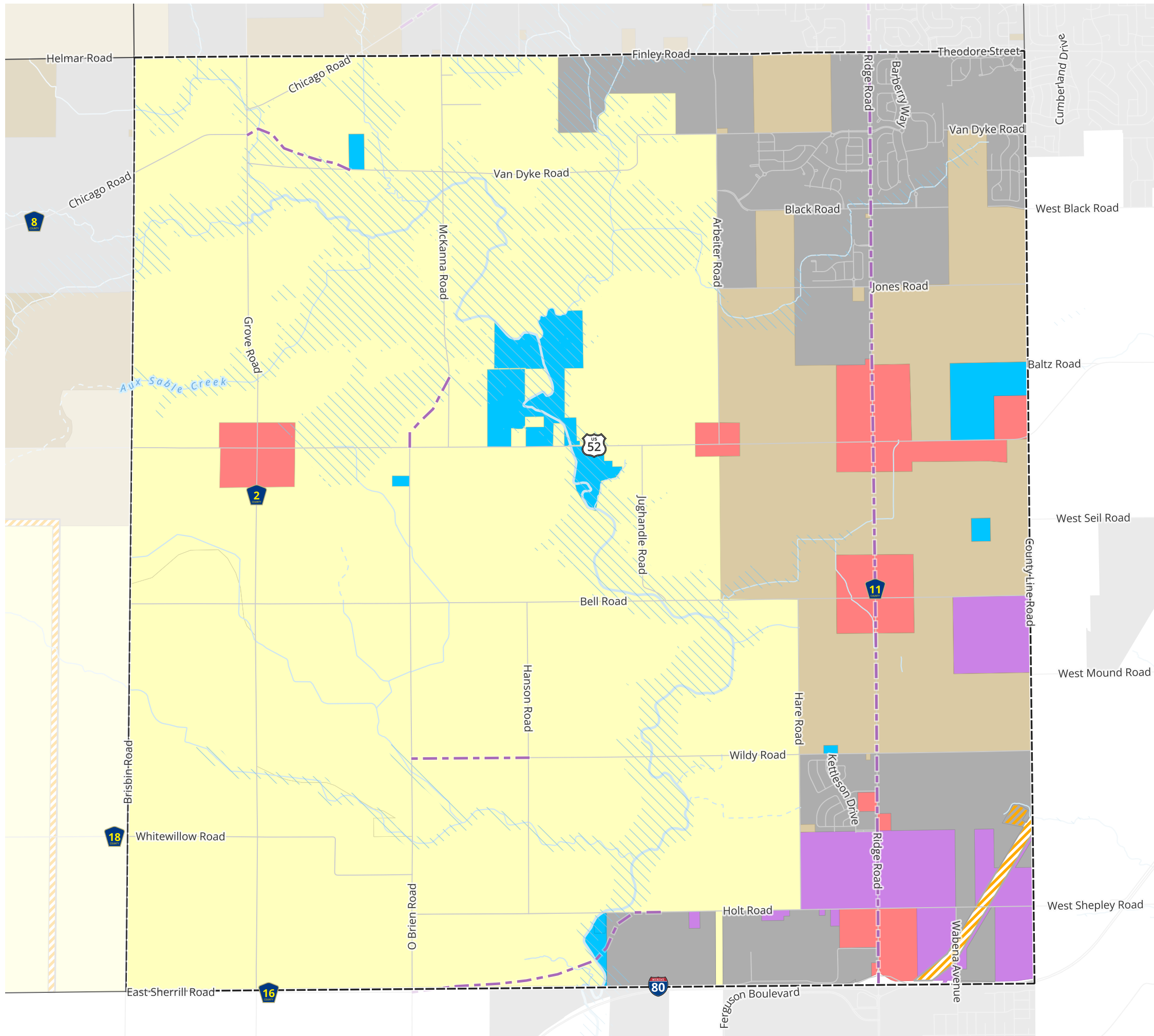
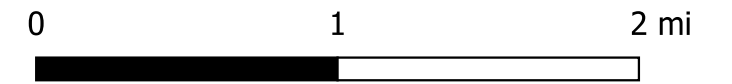
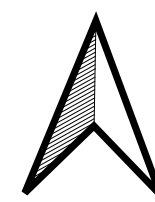
RECOMMENDATION

Forward the proposal to the County Board.

Exhibit C

Seward Township

Future Land Use Drafts / Proposals



- Proposed Roadway Improvements
- Floodplain
- LRMP Management Areas**
- Urbanized Communities
- Suburban Residential
- Rural Residential
- Rural Estate Residential
- Countryside Residential
- Hamlet
- Rural Community
- Commercial
- Public / Institutional
- Open Space
- Natural Resource Area
- Agriculture
- Mining
- Potential Mining District
- Mixed Use Business
- Transportation Corridors
- Utility Right of Way
- Agricultural Conservation Area

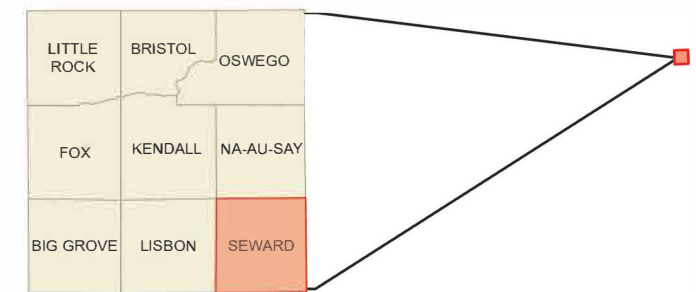
FUTURE LANDUSE SEWARD TOWNSHIP 2023

Legend

- Wetlands
- Floodplains
- Proposed Roadway Improvements

Land Resource Management Plan Management Areas

- Utility Right of Way
- Rural Residential
- Mixed Use Business
- Urbanized Communities
- Rural Estate Residential
- Public / Institutional
- Suburban Residential
- Commercial
- Open Space
- Agricultural Conservation Areas
- Agriculture



Kendall County
 Planning, Building & Zoning Department
 111 Fox Street
 Yorkville, Illinois 60560

