

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

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

**Tuesday, February 21, 2023, at 9:00 a.m.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation – Matt Conrad – Cross Lutheran
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 January 17, 2023
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$2,805,890.44
  - D. Approval of Human Resources Director Job Description
  - E. Approval of Human Resources Generalist Job Description
  - F. Approval of County Employment Application
  - G. Approval of Emergency Contact Form
  - H. Approval of Vehicle Use Acknowledgment Form
  - I. Approval of Confidentiality Agreement Form
  - J. Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois
  - K. Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090
  - L. Approval of a Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2022 NPDES – MS 4 Requirements in an Amount Not to Exceed \$2,500 Plus Reimbursable Costs (Costs + 10%); Related Invoices to Be Paid from the PBZ Consultants Line Item 11001902-63630
  - M. Approve Resolution granting the Kendall County Sheriff authority to enter into agreement for towing services.
  - N. Approval of An ordinance granting variance to the Kendall County Highway Access Regulation Ordinance
  - O. Approval of a Petition for County Aid to Build or Repair Bridge, Culvert or Drainage Structure in Na-Au-Say Township (Schlapp Road Bridge)
  - P. Approval of an Inter-Governmental Grant Agreement between the State of Illinois, Department of Transportation (IDOT) and Kendall County related to the reconstruction of U.S. Route 52 and Ridge Road intersection
  - Q. Approval of a Relocation Agreement between County of Kendall and Northern Illinois Gas Company to relocate NICOR facilities near the intersection of Grove Road and Collins Road, as part of the Collins Road Extension Project.
  - R. Approval of a Resolution for Maintenance Under the Illinois Highway Code appropriating \$3,000,000 from the Motor Fuel Fund of Kendall County
10. Old Business
11. New Business
  - A. Approval and Acknowledgement of the Fiscal Year 2023 Annual Probation Plan for 23<sup>rd</sup> Judicial Circuit Court Kendall County
12. Elected Official Reports & Other Department Reports
  - A. Sheriff
  - B. County Clerk and Recorder
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
  - I. EMA
13. Standing Committee Reports
  - A. Finance
    1. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Kendall County Forest Preserve District for the amount of \$100,000
    2. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with CASA Kendall County for the amount of \$25,000

B. Planning Building & Zoning

1. Approval of Petition 22-27, a Request from Deb Howard on Behalf of Jade Restorations, Inc. (Current Owner) and Bullmastiff Construction Company, LTD for Major Amendments to the Special Use Permit for a Kennel and Veterinary Granted by Ordinance 2020-01 by Changing the Site Plan, Landscaping Plan, and Photometric Plan and a Variance to Section 7:01.D.29 of the Kendall County Zoning Ordinance Allowing Animals at the Kennel to be Outdoors after Sunset at 949 Bell Road, Minooka (PIN: 09-24-100-012) in Seward Township; Property is Zoned A-1 with a Special Use Permit

C. Human Resources & Insurance

1. Approval of the Kendall County Internship Program & Application Form

14. Special Committee Reports

15. Liaison Reports

16. Other Business

17. Chairman's Report

18. Public Comment

19. Questions from the Press

20. Executive Session

21. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
January 17, 2023**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, January 17, 2023, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Elizabeth Flowers.

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

**PLEDGE OF ALLEGIANCE**

Member DeBolt led the Pledge of Allegiance.

**INVOCATION**

Ryan Chapman from New Life Church gave the invocation.

**THE AGENDA**

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

**PUBLIC COMMENT**

Ryan Chapman thanked the board for the opportunity and spoke about his background and his involvement in the community.

Scott Pugsley spoke about the Oswego Fire Protection District spending and their communication with the community.

**CONSENT AGENDA**

Member Shanley moved to approve the consent agenda of A. Approval of County Board Minutes from December 20, 2022 B. Standing Committee Minutes Approval C. Approval of Claims in an amount not to exceed \$2,083,509.07 D. Approval of an Intergovernmental Agreement Between the State of Illinois, Illinois Emergency Management Agency and County of Kendall E. Approval of Petition 22-24 a Request from Raymond Gonzalez as Beneficiary of Merchants National Bank Under Trust Agreement Dated February 24, 1997 as Trust Number 5191 for a Special Use Permit for a Dwelling Unit for a Watchman and Their Immediate Family and a Special Use Permit for Outdoor Storage at 5375 Route 34 (PIN: 03-18-403-015) in Oswego Township; Property is Zoned B-2 General Business District F. Approval of Petition 22-26 a Request from Theodore Vargas for the Revocation of a Special Use Permit for a Home Occupation of a Manufacturer of Plaster or Cement Mantels and Similar Architectural Components with More than Two (2) Non-Resident Employees at 14816 Galena Road (West of 14870 Galena Road) (PIN: 01-03-100-005) in Little Rock Township; Property is Zoned A-1 Agricultural District with a Special Use Permit G. Approve Resolution providing for spring road posting of certain county highways H. Approve Resolution appropriating funds for the improvement of Schlapp Road Bridge I. Approve Joint funding agreement for State-let construction work between Illinois Department of Transportation and Kendall County for the Schlapp Road Bridge Replacement J. Approve Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes related to the replacement of the Ridge Road Bridge. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. Motion carried.

**C) COMBINED CLAIMS:** ADMIN \$4,866.93; ANML CNTRL WRDN \$5,386.76; ASSMT \$20.92; CIR CT CLK \$783.76; CIR CRT JDG \$8,557.59; CMB CRT SRV \$1,260.11; CORONR \$4,456.31; CORR \$46,064.01; CNTY ADMIN \$135,182.42; CNTY BRD \$34,637.95; CNTY CLK \$7,795.99; HIGHWY \$594,026.55; TREASR \$3,169.28; ELECTION \$286.64; EMA \$403.21; FCLT MGMT \$34,193.87; GIS COORD \$2,355.50; HLTH & HMN SRV \$87,676.55; JURY \$460.30; MERIT \$1,288.00; PBZ \$1,788.09; PRSD JDGE \$7,033.00; PROB SPVSR \$4,496.70; ROE \$8,621.72; SHRF \$38,631.41; SOIL & WTR \$55,000.00; ST ATTY \$2,219.40; TECH \$14,226.94; UTIL \$24,355.98; VET \$1,338.88; FP \$157,668.53; SHF \$44,258.38; SHF \$51,222.59 CIVIL \$699,774.80.

**D)** A complete copy of IGAM 23-01 is available in the Office of the County Clerk.

**E)** A complete copy of Ordinance 23-01 is available in the Office of the County Clerk.

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- F) A complete copy of Ordinance 23-02 is available in the Office of the County Clerk.
- G) A complete copy of Resolution 23-03 is available in the Office of the County Clerk.
- H) A complete copy of Resolution 23-04 is available in the Office of the County Clerk.
- J) A complete copy of Resolution 23-05 is available in the Office of the County Clerk.

## NEW BUSINESS

### Emergency Services and Disaster Agency Coordinator

Member Rodriguez moved to approve the reappointment of Michael ("Roger") R. Bonuchi as the appointed Emergency Services and Disaster Agency (ESDA) Coordinator of Kendall County. Member Shanley seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

## ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

### Sheriff

Undersheriff Richardson spoke about the new hire process and trainings.

### County Clerk & Recorder

Revenue Report		12/1/22-12/31/22	12/1/21-12/31/21	12/1/20-12/31/20
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$536.00	\$1,068.50	\$1,550.50
MARFEE	County Clerk Fees - Marriage License	\$810.00	\$720.00	\$1,140.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$30.00	\$35.00	\$35.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,766.00	\$1,418.00	\$1,744.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$325.00	\$420.00
MISINC	County Clerk Fees - Misc	\$25.00	\$44.00	\$83.50
	County Clerk Fees - Misc Total	\$3,197.00	\$3,610.50	\$5,003.00
RECFEE	County Clerk Fees - Recording	\$19,275.00	\$37,059.00	\$51,982.00
	Total County Clerk Fees	\$22,472.00	\$40,669.50	\$56,985.00
CTYREV	County Revenue	\$44,217.00	\$57,279.50	\$66,042.75
DCSTOR	Doc Storage	\$11,219.00	\$21,741.50	\$30,557.50
GISMAP	GIS Mapping	\$35,610.00	\$68,910.00	\$96,690.00
GISRCD	GIS Recording	\$2,374.00	\$4,594.00	\$6,446.00
INTRST	Interest	\$134.22	\$42.41	
RECMIS	Recorder's Misc	\$683.50	\$9,124.25	\$10,000.00
RHSP	RHSP/Housing Surcharge	\$9,648.00	\$19,233.00	\$27,909.00
TAXCRT	Tax Certificate Fee	\$1,640.00	\$1,960.00	\$2,560.00
TAXFEE	Tax Sale Fees	\$25.00	\$501.10	\$303.25
PSTFEE	Postage Fees	\$0.00	\$344.51	
CK # 19589	To KC Treasurer	\$128,022.72	\$224,399.77	\$297,493.50

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

### Treasurer

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Office of Jill Ferko						
Kendall County Treasurer & Collector						
111 W. Fox Street Yorkville, IL 60560						
<b><u>Kendall County General Fund</u></b>						
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES						
FOR ONE MONTH ENDED 12/31/2022						
		Annual	2022 YTD	2022 YTD%	2021 YTD	2021 YTD
<b><u>REVENUES*</u></b>		<b><u>Budget</u></b>	<b><u>Actual</u></b>	<b><u>%</u></b>	<b><u>Actual</u></b>	<b><u>%</u></b>
Personal Property Repl. Tax		\$915,000	\$88,351	9.66%	\$0	0.00%
State Income Tax		\$3,158,685	\$234,293	7.42%	\$0	0.00%
Local Use Tax		\$760,000	\$91,672	12.06%	\$0	0.00%
State Sales Tax		\$650,000	\$92,841	14.28%	\$0	0.00%
County Clerk Fees		\$350,000	\$24,697	7.06%	\$40,714	11.63%
Circuit Clerk Fees		\$1,050,000	\$100,849	9.60%	\$80,097	7.63%
Fines & Foreits/St Atty.		\$250,000	\$26,597	10.64%	\$19,277	7.71%
Building and Zoning		\$80,000	\$5,743	7.18%	\$12,456	15.57%
Interest Income		\$75,000	\$94,088	125.45%	\$100	0.13%
Health Insurance - Empl. Ded.		\$1,488,365	\$88,862	5.97%	\$83,760	5.63%
1/4 Cent Sales Tax		\$3,228,750	\$390,852	12.11%	\$275,728	8.54%
County Real Estate Transf Tax		\$450,000	\$48,646	10.81%	\$54,384	12.09%
Federal Inmate Revenue		\$584,000	\$45,600	7.81%	\$162,480	27.82%
Sheriff Fees		\$113,663	\$6,703	5.90%	\$8,697	7.65%
<b>TOTALS</b>		<b>\$13,153,463</b>	<b>\$1,339,793</b>	<b>10.19%</b>	<b>\$737,691</b>	<b>5.61%</b>
<b>Public Safety Sales Tax</b>		<b>\$7,500,000</b>	<b>\$685,361</b>	<b>9.14%</b>	<b>\$0</b>	<b>0.00%</b>
<b>Transportation Sales Tax</b>		<b>\$7,500,000</b>	<b>\$685,361</b>	<b>9.14%</b>	<b>\$0</b>	<b>0.00%</b>
<b>**These are not FINAL monthly numbers for FY23, accruals will be made throughout December and January.</b>						
*Includes major revenue line items excluding real estate taxes which are						
to be collected later. To be on Budget after 1 month the revenue and expense should at 8.33%						

## Clerk of the Court

Circuit Clerk Matt Prochaska explained the report sent to the State.

## State's Attorney

State's Attorney Eric Weis presented the annual report.

Case type	2022	2021	2020
Felony *	468	401	388
Misdemeanor	310	533	539
Domestic Violence	155	-	-
DUI	278	226	186
Traffic (MT & TR)	5,247	5,085	4,796
Juv. Delinquency **	153	105	142
Juv. Abuse & Neglect	63	58	27
Juv. Truancy	6	8	10
Total cases filed ***	6,680	6,442	6,151

## Coroner

Chief Deputy Coroner Levi Gotte presented the monthly report.

## Health Department

Executive Director RaeAnn VanGundy spoke about the LIHEAP energy assistance, audit, and annual report.

## Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti stated that Board of Review is almost done, and new construction is \$81.9 Million and EAV is up 9%.

## EMA

Director, Roger Bonuchi spoke about the hazard mitigation plan meetings, reaccreditation, new members and nuclear drills.

## STANDING COMMITTEE REPORTS

### Finance

#### Court Services Salaries

Member DeBolt moved to approve the increase to Court Services Salaries and Salary Reimbursement from the Administrative Office of the Courts. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### Highway

#### Case 19 ED 2

Member Koukol moved to approve the final just compensation in the amount of \$70,000.00 for land acquisition by eminent domain in County of Kendall v. Borneman Trust, et al, Kendall County Circuit Court Case No. 19 ED 2. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### Engineering Services Agreement

Member Rodriguez moved to approve a Preliminary engineering services agreement between Kendall County and HR Green, Inc. for stormwater improvements at Gates Creek and BNSF in the amount of \$71,710.12. Member Gengler

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

A complete copy of IGAM 23-02 is available in the Office of the County Clerk.

## **Facilities and Technology**

### **Sharing of Services, Staff and Equipment**

Member Peterson moved to approve an Intergovernmental Agreement for the Sharing of Services, Staff and Equipment between the Village of Oswego, Kendall and Will Counties, Illinois, The Oswego Township, The Oswego Library District, The Oswego Fire Protection District, The Oswegoland Park District, Kendall County and Oswego Community Unit School District 308. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 23-03 is available in the Office of the County Clerk.

## **SPECIAL COMMITTEE REPORTS**

Member Gengler spoke about the CMAP meeting regarding economic improvement and growth and transportation planning.

Member Rodriguez stated that a lot of work is being done in the Human Resources Department.

## **OTHER BUSINESS**

Member DeBolt spoke about the development of the County Office Building property.

## **CHAIRMAN'S REPORT**

Chairman Kellogg spoke about the launch of the 211 service and data collection.

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

### **Appointment(s)**

Scott Cryder – Lisbon-Seward Fire District – 3-year term – Expires January 2026  
Jason Peterson – Workforce Development Board – 2-year term – Expires November 2024

## **QUESTIONS FROM THE PRESS**

Ethan Krueger from WSPY asked about the eminent domain items on the agenda.

## **EXECUTIVE SESSION**

Member Peterson made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity, (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, (5) the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired; and (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting Member DeBolt seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## **ADJOURNMENT**

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

Approved and submitted this 20th day of January 2023.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

Co Board 1/17/2023



**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Thursday, January 12, 2023 at 4:00 PM  
Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The meeting was called to order at 4:00 p.m. by County Board Chair Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

<b>Board Member</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Here		
Brian DeBolt	Here		
Elizabeth Flowers	Absent		
Dan Koukol	Absent		
Jason Peterson	Here		
Ruben Rodriguez		4:03pm	
Brooke Shanley		4:08pm	
Seth Wormley	Here		

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

**Staff Present:** Scott Koeppel, Latreese Caldwell, Jennifer Breault, Alice Elliot, Judge Stephen Krentz, Matt Asselmeier, Eric Weis

**Others Present:**

**Approval of Agenda** – Motion made by Member Debolt, second by member Gengler. **With 6 members present voting aye, the motion carried by a vote of 6 - 0.**

**Approval of November 10, 2022 Meeting Minutes** – Motion made by Member Wormley, second by Member Bachmann. **With 6 members present voting aye, the motion carried. by a vote of 6 - 0.**

**Approval of Claims** – Motion made by Member Debolt, second by Member Gengler.

Matt Kellogg	Yes
Scott Gengler	Yes
Zach Bachmann	Yes
Brian DeBolt	Yes
Elizabeth Flowers	Absent

Dan Koukol	Absent
Jason Peterson	Yes
Ruben Rodriguez	Absent
Brooke Shanley	Absent
Seth Wormley	Yes

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

**New Committee Business-**

- A. **\*MOTION (RC)(Forward to CB)** Approval of a budget adjustment increasing Court Services salaries & salary reimbursement from the State of Illinois Courts- Alice, Director of Kendall County Court Services, presented a proposal for salary adjustment of \$3047.00 for Probation/Court Services. Member Rodriguez made a motion to amend the motion to: Increase Court Services and salary reimbursement from the Administrative Office of Illinois Courts. Second by Member Gengler.

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

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

Member DeBolt made a motion to forward to County Board, second by Member Wormley. **With 8 members present voting aye, the motion carried by a vote of 8 - 0.**

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

- B. **\*PRESENTATION** County Board Member Training – State’s Attorney’s Office – Eric Weis, State’s Attorney, reviewed the County Board Rules of Order. An orientation binder was provided to all board members.
- C. **\*PRESENTATION** County Board Member Training – Planning, Building, and Zoning – Matt Asselmeier PBZ’s Senior Planner gave a brief presentation on Kendall County Planning, Building and Zoning Department. Copy of presentation included in orientation binder.
- D. **\*PRESENTATION** County Board Member Training – Finance and Budget – Latreese Caldwell, Deputy County Administrator, reviewed a budget overview for FY23. Copy of presentation was included in orientation binder.

**Old Committee Business-** None

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

**Public Comment** – None

**Questions from the Media** – None

**Chairman’s Report** – Special COW meeting is scheduled for January 26, 2023 at 4 pm for Harassment training for all supervisors.

**Review Board Action Items –**

- Claims
- Approval of an Increase to Court Services Salaries and Salary Reimbursement from the Administrative Office of Illinois Courts

**Executive Session –none**

**Adjournment** – Member Debolt made a motion to adjourn the meeting, second by Member Wormley. **With 8 members present voting aye, the meeting adjourned at 6:06p.m.**

Respectfully Submitted,  
Nancy Villa  
Executive Administrative Assistant

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

***Kendall County Office Building***

***Rooms 209 and 210***

***111 W. Fox Street, Yorkville, Illinois***

**6:30 p.m.**

**Meeting Minutes of February 9, 2023 – Unofficial until Approved**

**CALL TO ORDER**

The meeting was called to order by Vice-Chairman Rodriguez at 6:31 p.m.

**ROLL CALL**

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

Committee Members Absent: Elizabeth Flowers and Seth Wormley

Also Present: Matt Asselmeier (Senior Planner), Emily Hoffmann, and Deb Howard

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

Member Shanley made a motion, seconded by Member Koukol, to approve the minutes of the January 9, 2023, meeting, and February 4, 2023, special meeting. With a voice vote of three (3) ayes, the motion carried.

**PUBLIC COMMENT**

None

**EXPENDITURE REPORT**

The Committee reviewed the expenditure report from January 2023. Mr. Asselmeier noted the expenditures related to repairs to one (1) of the Department's trucks.

**PETITIONS**

Petition 22 – 27 – Deb Howard on Behalf of Jade Restorations, Inc. (Current Owner) and Bullmastiff Construction Company LTD. (Contractor)

Mr. Asselmeier summarized the request.

On February 18, 2020, the County Board approved Ordinance 2020-01, granting a special use permit for a kennel and veterinary at the northeast corner of Ridge Road and Bell Road, now addressed as 949 Bell Road, Minooka.

During the summer of 2022, the Planning, Building and Zoning Department received complaints regarding lights at the subject property. Upon investigation, Staff discovered that the site had not been developed in accordance with the site plan, landscaping plan, and photometric plan attached to the special use permit ordinance. The property owner agreed to amend the special use permit to have the site plan, landscaping plan, and photometric plan to match the current conditions.

The specific amendments are as follows (items in red are Staff comments):



1. Fence limits on the west side of the building are different with a larger outdoor area enclosed and extended further south. The installed fence height is eight feet (8'), not six feet (6') as described in the associated exhibits attached to Ordinance 2020-01. **The fence was a cedar fence in the approved plans; the installed fence was vinyl.**
2. Westerly septic field is enclosed within the expanded fenced outdoor plan area. Westerly septic tank is installed further north than previously proposed. The southerly septic tank/piping was designed to be on the east side of the main entry, but was installed on the west side of the entry.
3. The Rusty Ridge sign at the southwest corner of the site is located within the Kendall County right-of-way. This will be relocated as part of the major amendment to the originally proposed location at a ten foot (10') setback from the right-of-way along the middle of the property west of the proposed location. **No information was provided regarding the other sign. The approved plans had one (1) monument sign along Bell Road and one (1) monument sign along Ridge Road. Both signs were to be four feet by eight feet (4'X8') and a maximum of eight feet (8') in height. Neither sign will be illuminated.**
4. Sidewalk has been added around the building that was not part of the original plans. There is a gravel driveway/PCC walk along the north side of the building for equestrian trailer access. Additional parking was added in the northeast corner of the building. **Number of parking stalls increased from fifty-two (52) to sixty-five (65). The number of handicapped accessible parking spaces remains at three (3).**
5. The east side walkway/covered entrance/building was eliminated and the walk is shown coming out of the south side of the building.
6. A five thousand (5,000) gallon external tank was previously proposed next to the well for fire protection. This was not constructed. Tank was installed in basement of building per discussions with the Minooka Fire Department.
7. An additional wall pack was added along the west wall of the building as the play area was enlarged/moved from the northeast corner of building. As built-photometric plan was unchanged and light intensities at west property line are still zero point zero (0.0) foot candles. **Change in location of lights. Number of pole lights to remain the same. Height of pole lights to remain the same.**
8. The concrete pad for trash enclosure is installed but no walls have been constructed. Concrete pad relocated further north to allow equestrian trailer access along the north side of the building from the parking lot. **Petitioner still plans to install the seven foot (7') tall masonry or wood fencing around the refuse area.**
9. Well head installed further north of design location.
10. Outdoor play area was eliminated on the northeast corner of building due to the installation of air handling units. **Original plans called for two (2) approximately twelve thousand (12,000) square foot outdoor play areas that were planned on both sides of the kennel wing of the building.**

11. A three thousand, one hundred (3,100) gallon holding tank was eliminated that was previously proposed for therapy pool/dog wash. Therapy pool was eliminated from building.
12. Per Seward Township Board meeting of December 13, 2022, Owner and Township agreed that building and parking lot lighting will be turned off at 10:00 p.m. every night and all parking lot lighting and building lighting and building wall packs will be installed with cutoffs or shields. On January 26, 2023, the Petitioner's Engineer submitted a request to allow the wall pack lights on the building to be considered lighting necessary for security and be kept on twenty-four (24) hours and that the parking lots be turned off by Midnight, which is one (1) hour after the business closes as allowed by the Zoning Ordinance. The Petitioner's Engineer would like this language included as a condition of the special use permit. This email was provided. **Security lighting has motion sensors.**
13. Owner is requesting a variation to Kendall County Zoning Ordinance 7:01.D.29 for A-1 special use and modify "Condition G" of 2020-01 special use ordinance to State the following: "All pets shall be indoors between the hours of sunset and sunrise except for the purposes of owners dropping-off and picking-up pets and necessary bathroom breaks until 10:00 p.m. each evening."
14. **Change in vegetation count from thirty-eight (38) shade trees of various types, seventy-eight (78) evergreen trees of various types, sixty-eight (68) evergreen shrubs of various types, two hundred eighty-two (282) deciduous shrubs of various types, and one hundred fifteen (115) perennials of various types to thirty (30) ornamental trees of various types, twenty-six (26) trees of various types, forty-nine (49) evergreen trees of various types, and one hundred sixty-nine (169) shrubs of various types. Some vegetation has not been installed.**

The conditions in Ordinance 2020-01 are as follows:

- A. The site shall be developed substantially in accordance with the attached site plan attached hereto as Exhibit C, landscaping plan attached hereto as Exhibit D, and photometric plan attached hereto as Exhibit E.
- B. Within sixty days (60) days of approval of this special use permit ordinance, the property owners shall convey land to Kendall County and Seward Township for Ridge Road and Bell Road right-of-way in the locations and depths shown on the Right-of-Way Plat of Dedication attached hereto as Exhibit F.
- C. The use allowed by this special use permit shall be located a minimum of two hundred fifty feet (250') from the lot line of lots zoned residential or shown as Residential on the Land Resource Management Plan (LRMP) map and One Hundred Fifty Feet (150') from Lots Zoned Other Than Residential or Shown on the LRMP Map as non-residential.
- D. Two (2) non-illuminated signs may be installed on the subject property in substantially the locations shown on the site plan (Exhibit C).
- E. All vegetation and berms shall be installed within six (6) months of the opening of either the kennel or veterinary establishment at the subject property. The businesses shall be considered open on the date when the Kendall County Planning, Building and Zoning Department issues a certificate of occupancy for the

building. Damaged or dead vegetation shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.

- F. A maximum of eighty (80) dogs and twenty-five (25) cats may be kennelled on the subject property at any time.
- G. All pets shall be indoors between the hours of sunset and sunrise except for the purposes of owners dropping-off and picking-up pets.
- H. In the event that the kennel operations cease at the property, the veterinary business allowed by this special use permit may not board animals overnight except for medical treatment and observations.
- I. The normal hours of operation for the businesses allowed by this special use permit shall be Monday through Friday from 6:00 a.m. until 7:00 p.m. and Saturday and Sunday from 7:00 a.m. until 7:00 p.m. The operator(s) of the business allowed by this special use permit may reduce these hours of operation. Pets experiencing medical emergencies at the kennel may be tended to outside the hours of operation. The veterinary establishment may be open beyond the hours of operation listed to handle medical emergencies.
- J. The maximum combined number of employees for the businesses allowed by this special use permit shall be seventy (70), including the business owners.
- K. Refuse shall be removed from the subject property at least one (1) time per week or as necessary to prevent litter or odors from emanating from the subject property.
- L. Any construction on the property related to the businesses allowed by this special use permit shall not be considered as agricultural purposes and shall secure applicable permits.
- M. The operator(s) of the businesses allowed by this special use permit may sell ancillary items related to their operations.
- N. The operator(s) of the businesses allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- O. The operator(s) of the businesses allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of these types of businesses.
- P. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
- Q. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

The right-of-way dedication required called for in condition 2 occurred.

The proposed amendments would impact conditions 1 and 7. The vegetation referenced in condition 5 has not been installed completely. The remaining conditions shall remain valid and in effect.

The property is approximately twenty (20) acres and the special use area is approximately eight point five (8.5) acres.

The current land use is agricultural, veterinary, and kennel.

The future land use map calls for the property to be commercial.

Ridge Road is a County Road classified as an Arterial Road. Bell Road is a Township Road classified as a Minor Collector.

Shorewood has a trail planned along Ridge Road and Bell Road.

The adjacent land uses are agricultural, farmstead, and landscaping business.

The adjacent properties are zoned A-1 and A-1 special use.

The Land Resource Management Plan calls for the area to be Suburban Residential, Commercial, and Mixed Use Business.

The properties within one half (1/2) of a mile are zoned A-1, A-1 special use, and R-1.

There are twelve (12) homes located within one half (1/2) mile of the subject property.

The special uses to the north and south are landing strips. The special use to the east is for natural gas compression. The special use to the west is for a landscaping business.

EcoCat submitted on December 5, 2019, and consultation was terminated.

The NRI that was prepared for the original special use permit remains valid. The LESA Score was 207 indicating a medium level of protection. NRI information was provided

Seward Township was emailed information on December 27, 2022. As noted previously, Seward Township reviewed the proposal prior to application submittal. The Seward Township Planning Commission submitted an email on January 19, 2023, noting their approval of the project provided shades were put on all of the remaining lights in the parking lot and on the building. This email was provided.

The Minooka Fire Protection District was emailed information on December 27, 2022. They responded on December 29, 2022, saying they had no stipulations regarding this proposal. The email was provided.

The Village of Shorewood was emailed information on December 27, 2022.

ZPAC reviewed the proposal at their meeting on January 3, 2023. Discussion occurred regarding the timing of installing the landscaping. All landscaping would be installed by mid-June 2023. ZPAC 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 were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on January 25, 2023. Discussion occurred regarding the need for the proposed amendments. Joan Soltwisch read a statement into the record regarding lighting at the property. Discussion occurred regarding lights at nearby agricultural properties. Dr. Joe Chow provided pictures of lighting in the area and explained the need for lighting at the property. Discussion also occurred

about amending the County's special use amendment criteria related to major and minor amendments to existing special use permits. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on January 30, 2023. Other than the Petitioner and Petitioner's Engineer, no other members of the public testified at the public hearing. It was noted that many of the proposed changes had already been installed. Planting of the landscaping would occur as outlined in the proposal. Discussion focused on lighting issues. Members reviewed pictures of the lighting in the area and the shields that had been installed on the wall pack lights. The Petitioner's Engineer explained the need for the amendments and variance. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff by a vote of seven (7) in favor and zero in opposition. The minutes of the hearing were provided.

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

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The operation of the special use will not be detrimental to the public health, safety, morals, comfort, or general welfare. The immediately adjacent properties are also zoned A-1 or A-1 with a special use permit. In addition, the site plan shows an eight foot (8') tall fence around the outdoor play area. The proposed landscaping and berming should also reduce noise coming from the property. The Petitioners are requesting a variance to allow animals to be outdoors until 10:00 p.m. but only for the purposes of dropping-off and picking-up by owners and for necessary bathroom breaks.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The Petitioners installed fencing and security lighting. The Petitioners submitted a photometric plan showing no lighting spilling onto adjoining properties. The Petitioners agreed to have animals indoors by sunset, except for specific purposes as mentioned in the previous finding. The proposed hours of operation will also prevent injury to neighboring land uses.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This is true. Adequate ingress and egress has been provided off of Bell Road. The Petitioners have secured applicable permits and installed adequate facilities related to stormwater, well, and septic systems.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. The Petitioners are requesting a variance to Section 7:01.D.29 of the Kendall County Zoning

Ordinance to allow the animals to be outdoors for specific purposes as outlined in the first finding.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. True, the proposed use is consistent with an objective found on Page 9-21 of the Kendall County Land Resource Management Plan which calls for “a strong base of agricultural, commerce and industry that provides a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents.” The Land Resource Management Plan calls for the subject property to be commercial.

The Findings of Fact for the variance were as follows:

That 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. No topographic condition creates a particular hardship for the Petitioner.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other requests for special use permits for kennels could ask for the same variation.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. The current owner was not involved with the drafting of the existing language in the Zoning Ordinance. The current owner cannot control the times for sunset or sunrise.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. The requested variance should not negatively impact any of the neighbors and will not be detrimental to the public welfare or injurious to other property if the animals are outside for the purposes of pick-up and drop-off or to use the restroom and for no other purposes.

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 requested variance will not impair light reaching other properties, cause congestion on any public street, or diminish or impair property values.

Staff recommended approval of the requested variance and amendments to the existing special use permit for a kennel and veterinary establishment subject to the following conditions and restrictions:

1. Condition 2.A of Ordinance 2020-01 is hereby repealed in its entirety and is replaced with the following:

“The site shall be developed substantially in accordance with the submitted site plan, landscaping plan, and photometric plan.”

2. Condition 2.E of Ordinance 2020-01 is hereby repealed in its entirety and is replaced

with the following:

“All vegetation and berms shall be installed by June 15, 2023. The Planning, Building and Zoning Committee may extend this deadline upon request of the property owner. Damaged or dead vegetation shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.” **(Added after ZPAC).**

3. Condition 2.G of Ordinance 2020-01 is hereby repealed in its entirety and is replaced with the following:

“All pets shall be indoors between the hours of sunset and sunrise except for the purposes of owners dropping-off and picking-up pets and necessary bathroom breaks until 10:00 p.m. each evening. This provision is a variance to a requirement contained in Section 7:01.D.29 of the Kendall County Zoning Ordinance.”

4. The remaining conditions and restrictions contained in Ordinance 2020-01 shall remain valid and effective.
5. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
6. If one or more of the above conditions or restrictions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
7. These major amendments to an existing special use permit and variance shall be treated as covenants running with the land and are binding on the successors, heirs, and assigns as to the same special uses conducted on the property.

Staff is also of the opinion that the requirement that animals in kennels be indoors between the hours of sunset and sunrise should be revisited through the text amendment process and that specific hours not connected to sunrise or sunset be set.

The draft ordinance was provided.

Member Koukol was impressed with the development; he felt that the project looks good and was very precise.

Member Koukol asked if the business was open. Deb Howard, Petitioner, responded yes. The Petitioner owns the construction company. The business was doing good. Ms. Howard had a positive experience with working with the County.

Vice-Chairman Rodriguez expressed the need for the various amendments. He thanked Ms. Howard for bringing the businesses to Kendall County.

Member Koukol made motion, seconded by Member Shanley, to recommend approval of the special use permit and variance. With a voice vote of three (3) ayes, the motion carried.

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

## **NEW BUSINESS**

**Approval to Initiate Text Amendments to the Kendall County Subdivision Control Ordinance and Kendall Zoning Ordinance Related to the Following Items:**

Delete Phone Numbers Listed in Appendix 7 of the Subdivision Control Ordinance  
Delete Direct References to Individuals and Individual Engineering Companies in Appendix 7 of the Subdivision Control Ordinance  
Delete Dead Website Links in Appendix 9 A and 9 B of the Subdivision Control Ordinance and Add Alternative Language for Website Links Where Appropriate  
Amend the Definitions of Brew Pub and Micro Brewery to Match State Law in Section 3:02 of the Zoning Ordinance  
Amend the Definition of Tent to Apply to Structures Beyond Outdoor Camping Uses in Section 3:02 of the Zoning Ordinance  
Deleting the Reference to the Illinois Mobile Home Safety Act and Replacing the Reference to a General Reference to State Law in Section 11:05.D.2 of the Zoning Ordinance  
Repealing Ordinance 1998-10 Pertaining to the Procedure for Closing Inactive Petitions and Amending Section 13:01.A of the Zoning Ordinance by Adding a Procedure for Closing a Petition Due to Inactivity

Mr. Asselmeier summarized the issue.

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

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



Ordinance. Staff is working with the State to incorporate the language in the Stormwater Ordinance; the Zoning Ordinance should be changed prior to adoption of the new code.

Redlined versions of the proposed changes were provided.

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

The proposal goes to ZPAC on March 7, 2023.

*Approval to Initiate Text Amendments to the Kendall County Zoning Ordinance Pertaining to Commercial Solar Energy Facilities, Commercial Wind Energy Facilities, Test Solar Energy Facilities, and Test Wind Towers*

Mr. Asselmeier summarized the request.

In January 2023, the Illinois General Assembly approved and the Governor signed House Bill 4412 pertaining to commercial wind and solar energy systems. If the County wishes to have regulations governing commercial solar energy facilities and commercial wind energy facilities, the attached amendments to the Kendall County Zoning Ordinance would be required.

For reference, items in red are issues that would require changes and changes in bolded black are items that need to be discussed.

General proposed changes are as follows:

1. Various definitions related to solar and wind energy facilities will need to be amended, added, and deleted. Many terms are defined in State law and were referenced as such. The definitions of solar farm and solar gardens were removed. The definitions of solar energy system, private and wind energy system, small were adjusted to reflect State law. Onsite consumption would include energy generated within a subdivision, planned development, or business park and consumed within the development.
2. Small wind energy systems would remain conditional uses in the A-1, R-1, R-2, RPD, Business, and Manufacturing Districts. Solar energy system, private would become permitted uses in all zoning districts.
3. Commercial solar energy facilities, test solar energy systems, commercial energy wind facilities and test wind towers would become special uses in the A-1, R-1, RPD Districts, and Manufacturing Districts.
4. Adding a statement that the regulations do not apply to commercial wind energy facilities within one point five (1.5) miles of a municipality, unless the County has an Intergovernmental Agreement with the municipality to provide zoning services to the municipality. Staff would like to add a requirement that solar and wind energy facilities within one point five (1.5) miles of a municipality must either annex to the municipality or enter into a pre-annexation agreement with the municipality using the Chatham annexation rules.
5. Add a requirement that the County Board shall make its decision on the application not more than thirty (30) days after the conclusion of the public hearing.

6. A determination will need to be made if the County wants to allow smaller setbacks than allowed under the law. As proposed, the setbacks would follow State law.
7. A determination will need to be made if the County will allow changes in setbacks, certain height requirements for solar, and fencing requirements if nonparticipating property owners consent to these requirements. As proposed, the change would be allowed to occur if documentation was provided at the time of application submittal.
8. A determination will need to be made if the County wants to allow sound limitations for wind towers less restrictive than the regulations set forth by the Illinois Pollution Control Board. As proposed, sound regulations would follow State law.
9. A determination will need to be made if agricultural impact mitigation agreements have to be submitted with the application.
10. The County's landscaping requirements will need to be adjusted to reflect the law.
11. Statements requiring compliance with EcoCat reports, Fish and Wildlife Service reports, and Illinois State Historic Preservation consultations be added to the Zoning Ordinance.
12. Statements regarding road use agreements will need to be adjusted to reflect the bill.
13. A determination will need to be made regarding enforcement of damaged drain systems.

Counties are required to amend their ordinances within one hundred twenty (120) days of the signing of the bill.

The new law was also provided.

#### Section 3:02 (Definitions)

**BUILDING-INTEGRATED SOLAR ENERGY SYSTEMS.** An active solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of the building. Building-integrated systems include but are not limited to photovoltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.

**COMMERCIAL SOLAR ENERGY FACILITY.** Shall have the same meaning as defined in 55 ILCS 5/5-12.

**COMMERCIAL WIND ENERGY FACILITY.** Shall have the same meaning as defined in 55 ILCS 5/5-12.

~~**GRID-INTERIE SOLAR ENERGY SYSTEM.** A photovoltaic solar energy system that is connected to an electric circuit served by an electric utility company.~~

~~**GROUND MOUNT SOLAR ENERGY SYSTEM.** A solar energy system mounted on a rack or pole that rests on or is attached to the ground.~~

**FACILITY OWNER.** For the purposes of commercial solar energy facilities and commercial wind energy facilities, a facility owner shall have the same meaning defined in 55 ILCS 5/5-12.

**NONPARTICIPATING PROPERTY.** For the purposes of commercial solar energy facilities and commercial wind energy facilities, a nonparticipating property shall have the same meaning as defined in 55 ILCS 5/5-12.

**NONPARTICIPATING RESIDENCE.** For the purposes of commercial solar energy facilities and commercial wind energy facilities, a nonparticipating residence shall have the same meaning as defined in 55 ILCS 5/5-12.

**OCCUPIED COMMUNITY BUILDING.** For the purposes of commercial solar energy facilities and commercial wind energy facilities, an occupied community building shall have the same meaning as defined in 55 ILCS 5/5-12.

**PARTICIPATING PROPERTY.** For the purposes of commercial solar energy facilities and commercial wind energy facilities, a participating property shall have the same meaning as defined in 55 ILCS 5/5-12.

**PARTICIPATING RESIDENCE.** For the purposes of commercial solar energy facilities and commercial wind energy facilities, a participating residence shall have the same meaning as defined in 55 ILCS 5/5-12.

~~**PASSIVE SOLAR ENERGY SYSTEM.** A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.~~

~~**PHOTOVOLTAIC SYSTEM.** An active solar energy system that converts solar energy directly into electricity.~~

**PROTECTED LANDS.** For the purposes of commercial solar energy facilities and commercial wind energy facilities, protected lands shall have the same meaning as defined in 55 ILCS 5/5-12.

~~**SOLAR ACCESS.** Unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.~~

~~**SOLAR ENERGY EASEMENT.** An easement that limits the height or location, or both, of permissible development on the burdened land in terms of a structure or vegetation, or both, for the purpose of providing access for the benefited land to wind or sunlight passing over the burdened land.~~

~~**SOLAR ENERGY SYSTEM ADDITION.** A private solar energy system which is structurally attached to a building or structure on the zoning lot on which said system is located. Said system shall be considered part of the building and shall comply with all provisions of this ordinance pertaining thereto.~~

**SOLAR ENERGY SYSTEM, PRIVATE.** A collection of one (1) or more solar collectors designed for use by the occupant(s) of the zoning lot, **planned development, commercial and industrial park, or subdivision** on which or **in which** said system is located; excess power generation is limited to net metering or similar technology with regulations set by the local power utility, community, county, and state. Private solar energy system equipment shall conform to applicable industry standards, and applicants for building permits for private solar energy

systems shall submit certificates from equipment manufacturers that the equipment is manufactured in compliance with industry standards.

~~**SOLAR FARM. A commercial facility that converts sunlight into electricity, whether by photovoltaics (PV), concentrating solar thermal devices (CST), or other conversion technology, for the primary purpose of wholesale sales of generated electricity. A solar farm is the principal land use for the parcel on which it is located.**~~

~~**SOLAR GARDEN. A commercial solar-electric (photovoltaic) array, of no more than 20 acres in size, that provides retail electric power (or a financial proxy for retail power) to multiple households or businesses located off-site from the location of the solar energy system.**~~

~~**SOLAR HEAT EXCHANGER. A component of a solar energy device that is used to transfer heat from one substance to another, either liquid or gas.**~~

~~**SOLAR MOUNTING DEVICES. Racking, frames, or other devices that allow the mounting of a solar collector onto a roof surface or the ground.**~~

~~**SOLAR STORAGE UNIT. A component of a solar energy device that is used to store solar generated electricity or heat for later use.**~~

~~**SUPPORTING FACILITIES. For the purposes of commercial solar energy facilities and commercial wind energy facilities, supporting facilities shall have the same meaning as defined in 55 ILCS 5/5-12.**~~

WIND ENERGY SYSTEM, SMALL A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity ~~of not more than 100 kW that does not meet the kilowatt capacity in total nameplate generating capacity as defined by 55 ILCS 5/5-12~~ and which is intended to primarily reduce onsite consumption of utility power. If all applicable regulations are met a small wind energy system may contain more than one wind energy conversion system. ~~This system may power properties in planned developments, commercial and industrial parks, or subdivisions on which or in which said system is located.~~

~~**WIND FARM, COMMERCIAL A single wind driven machine or a collection of wind driven machines or turbines that convert wind energy into electrical power for the primary purpose of sale, resale or offsite use.**~~

~~**WIND TOWER. For the purposes of commercial solar energy facilities and commercial wind energy facilities, a wind tower shall have the same meaning as defined in 55 ILCS 5/5-12.**~~

#### Section 4:05.A. (Accessory Uses)

12. Small wind energy system (Permitted as **Conditional Accessory** Use only in the A-1, R-1, R-2, **R-3**, and all Business and Manufacturing Districts – may also be approved as part of a Residential Planned Development) subject to the conditions of Section 4:17.

13. ~~Solar panels~~ Solar Energy System, Private subject to the conditions of Section 4:18.

Mr. Asselmeier suggested making small wind energy systems purely accessory uses and not conditional uses.

#### Section 4:18

### **Solar Panels-Solar Energy System, Private**

A. Roof Mounted for On-Site Energy Consumption. Solar panels located on the roof of an existing structure shall be permitted in all districts. Roof mounted solar energy systems shall not extend beyond the exterior perimeter of the building on which the system is mounted. Roof mounted solar energy systems shall not exceed the maximum allowed height in any zoning district. Roof mounted or building integrated private solar energy systems for residential or business use shall be considered an accessory use in all zoning districts where there is a principal structure and shall meet the regulations of the Kendall County Zoning Ordinance. Roof mounted solar panels used as accessory to agricultural uses and which the energy generated from the solar panels is consumed on-site shall be exempt from building permits. The use of roof mounted solar panels for on-site energy consumption shall comply with all applicable federal, state, and local laws and the rules of the local electrical utility.

B. Freestanding for On-Site Energy Consumption. Solar panels located on the ground or attached to a framework located on the ground shall be classified as accessory structures in all zoning districts provided that the system is no larger than necessary to provide one hundred twenty percent (120%) of the electrical and/or thermal requirements of the structure, **planned development, commercial and industrial park, or subdivision** to which it is accessory as determined by a contractor licensed to install photovoltaic and thermal solar energy systems. **Freestanding solar energy systems, private may be the first structure constructed on lots zoned residential, business, or manufacturing.** Freestanding solar panels shall be permitted if they comply with the standards listed in the Kendall County Zoning Ordinance. Ground or pole mounted solar energy systems shall not exceed the maximum height, when oriented at maximum tilt, for the zoning district in which it is located. Freestanding solar panels used as accessory to agricultural uses and which the energy generated from the solar panels is consumed on-site shall be exempt from building permits. The use of freestanding solar panels for on-site energy consumption shall comply with all applicable federal, state, and local laws and the rules of the local electrical utility.

~~C. Solar Gardens. Solar gardens shall be allowed in all zoning districts and shall require a special use permit whether accessory or principal use of the property subject to the following requirements:~~

- ~~1. Unless otherwise noted in the Kendall County Zoning Ordinance, solar gardens must comply with all required standards for structures in the district in which the system is located.~~
- ~~2. Rooftop community systems are permitted in all zoning districts where buildings are permitted.~~
- ~~3. Ground-mount community solar energy gardens must be less than or equal to twenty (20) acres in total size. Ground-mount solar developments covering more than twenty (20) acres shall be considered solar farms.~~

~~4. Solar gardens are subject to Kendall County's Stormwater Management Ordinance and NPDES permit requirements.~~

~~5. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.~~

~~6. Ground-mount systems must comply with all required standards for structures in the district in which the system is located. All solar gardens shall also be in compliance with all applicable local, state and federal regulatory codes, including the National Electric Code, as amended. Also, Health Department requirements for wells and septic systems must be met.~~

~~D. Solar Farms. Ground-mount solar energy systems that are the primary use on the lot, designed for providing energy to off-site uses or export to the wholesale market are permitted under the following standards:~~

~~1. Unless otherwise noted in the Kendall County Zoning Ordinance, solar farms must comply with all required standards for structures in the district in which the system is located.~~

~~2. Solar farms are subject to Kendall County's Stormwater Management Ordinance and NPDES permit requirements.~~

~~3. Top soils shall not be removed during development, unless part of a remediation effort. Soils shall be planted to and maintained in perennial vegetation to prevent erosion, manage run-off and build soil. A plan must be approved by the Kendall County Soil and Water Conservation District and paid for by the developer. Applicable noxious weed ordinances shall be followed. Due to potential County liability under the Illinois Endangered Species Protection Act (520 ILCS 10/11(b)), it is required that any crops or vegetation planted be in compliance with all federal and state laws protecting endangered species. This will also include pollinators such as bees. A report showing demonstration of plan compliance shall be submitted annually and paid for by the developer.~~

~~4. A qualified engineer shall certify that the foundation and design of the solar panels racking and support is within accepted professional standards, given local soil and climate conditions.~~

~~5. All solar farms shall be in compliance with all applicable local, state and federal regulatory codes and the National Electric Code, as amended.~~

~~6. Power and communication lines running between banks of solar panels and to nearby electric substations or interconnections with buildings shall be buried underground. Exemptions may be granted by Kendall County in instances where shallow bedrock, water courses, or other elements of the natural landscape interfere with the ability to bury lines or distance makes undergrounding infeasible, at the discretion of the Kendall County Planning, Building and Zoning Department. In addition, the Illinois Department of Agriculture (IDOA) has established standards and policies in the Agricultural Impact Mitigation Agreements (AIMA) regarding the construction or burial of electric transmission lines which should be agreed to and adhered to between the landowner and the developer.~~

~~7. A detailed site plan for both existing and proposed conditions must be submitted, showing location of all solar arrays, other structures, property lines, rights-of-way, service roads, floodplains, wetlands and other protected natural resources, topography, farm tile, electric equipment, fencing, and screening materials and all other characteristics requested by Kendall County. The site plan should also show all zoning districts and overlay districts.~~

**E. C.** Setback Requirements. Unless otherwise stated in the Kendall County Zoning Ordinance, the setback requirements for all solar energy systems shall meet the structure minimum setback requirements when the solar energy system is oriented at any and all positions. No solar energy system shall be located in any front yard of any residentially zoned or used property.

**F. D.** Design Standards. Active solar energy systems shall be designed to conform to the County's Land Resource Management Plan and to blend into the architecture of the building or may be required to be screened from the routine view from public rights-of-way other than alleys. Screening may be required to the extent it does not affect the operation of the system. The color of the solar collector is not required to be consistent with other roofing materials.

1. Building integrated photovoltaic solar energy systems shall be allowed regardless of whether the system is visible from the public right-of-way, provided the building component in which the system is integrated meets all required setback, land use or performance standards for the district in which the building is located.

2. Solar energy systems using roof mounting devices or ground-mount solar energy systems shall not be restricted if the system is not visible from the closest edge of any public right-of-way or immediately adjacent to a residential structure.

3. All solar energy systems using a reflector to enhance solar production shall minimize glare from the reflector affecting adjacent or nearby properties. Measures to minimize glare include selective placement of the system, screening on the north side of the solar array, modifying the orientation of the system, reducing use of the reflector system, or other remedies that limit glare.

4. Damaged field drain tile shall be repaired or rerouted on a timetable approved by the Kendall County Planning, Building and Zoning Department.

**G. E.** Coverage. Roof or building mounted solar energy systems, excluding building-integrated systems, shall allow for adequate roof access for firefighting purposes to the south-facing or flat roof upon which the panels are mounted. Ground-mount private solar energy systems shall be exempt from impervious surface calculations if the soil under the collector is not compacted and maintained in vegetation. Foundations, gravel, or compacted soils are considered impervious.

**H. F.** Plan Approval Required. All solar energy systems shall require administrative plan approval by the Kendall County Building Official via the review of the application for a building permit.

1. Plan applications for solar energy systems shall be accompanied by horizontal and vertical (elevation) drawings. The drawings must show the location of the system on the building or on the property for a ground-mount system including the property lines.



2. For all roof-mounted systems other than a flat roof, the elevation must show the highest finished slope of the solar collector and the slope of the finished roof surface on which it is mounted.

3. For flat roof applications, a drawing shall be submitted showing the distance to the roof edge and any parapets on the building shall identify the height of the building on the street frontage side, the shortest distance of the system from the street frontage edge of the building, and the highest finished height of the solar collector above the finished surface of the roof.

4. Applications that meet the design requirements of the Kendall County Zoning Ordinance and do not require an administrative variance shall be granted administrative approval by the Zoning Administrator and not require Planning, Building and Zoning Committee review. Plan approval does not indicate compliance with Building or Electrical Codes.

**I. G.** Approved Solar Components. Electric solar energy system components must have a UL listing approved equivalent and solar hot water systems must have an SRCC rating.

**J. H.** Compliance with Building Code. All active solar energy systems shall meet approval of County building officials; solar thermal systems shall comply with HVAC-related requirements of the Illinois State Energy Code. All County adopted building codes will apply and take precedence where applicable.

**K. I.** Utility Notification. All grid-intertie solar energy systems shall comply with the interconnection requirements of the electric utility. Off-grid systems are exempt from this requirement.

**L. J.** Building Permit Requirements and Fees. All solar energy systems will be required to have a Kendall County Building Permit before any work can be started. A written plan and a plat/drawing for the proposed solar energy system shall be provided with the Building Permit Application. The plat/drawing must show the location of the system on the building or on the property, (for a ground-mount system show arrangement of panels), with all property lines and set back footages indicated. Fees for processing the applications for building permits shall be established by the County Board. Any solar energy system that construction has started before a Building Permit has been applied and paid for will be charged double the permit fee. The above fees do not apply to solar energy systems used to generate energy for on-site consumption of energy for agricultural purposes.

#### **~~M. Liability Insurance and Indemnification.~~**

**~~1. For Solar Farms and Solar Gardens, commencing with the issuance of building permits, the Applicant, Owner, or Operator shall maintain a current general liability policy covering bodily injury and property damage with limits of at least Three Million Dollars (\$3 Million) per occurrence and Five Million Dollars (\$5 Million) in the aggregate. Such insurance may be provided pursuant to a plan of selfinsurance, by a party with a net worth of Twenty Million Dollars (\$20 Million) or more. The County shall be named as an individual insured on the policy to the extent the county is entitled to indemnification.~~**

**~~2. Any SES(s), applicant, owner, or operator, whether individual or commercial, shall defend, indemnify, and hold harmless the County and its officials, employees, and~~**



~~agents (collectively and individually, the “Indemnified Parties”) from and against any and all claims, demands, losses, suits, causes of actions, damages, injuries, costs, expenses, and liabilities whatsoever, including reasonable attorney’s fees, except to the extent arising in whole or part out of negligence or intentional acts of such Indemnified Parties (such liabilities together known as “liability”) arising out of applicant, owner, or operators selection, construction, operation, and removal of the SES(s) and affiliated equipment including, without limitation, liability for property damage or personal injury (including death), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limited or qualifying the County’s other indemnification rights available under the law.~~

**~~N.~~ K. Decommissioning Plan.**

1. Upon the request of the Kendall County Planning, Building and Zoning Department, an owner of a solar energy system must provide documentation, within thirty (30) days, that the solar energy system is still in use. If the solar energy system is not in use, the owner of the system shall have 180 days, after notification from the Kendall County Planning, Building and Zoning Department, to remove the solar energy system from the property.

~~2. A decommissioning plan shall be required at the time of applying for all solar farms and solar gardens to ensure that the facilities are properly removed after their useful life.~~

~~3.~~ 2. Decommission of solar panels must occur in the event they are not in use for ninety (90) consecutive days.

~~4. The owner or operator will have six (6) months to complete the decommissioning plan after operation of a solar farm or solar garden ceases.~~

~~5. The decommissioning plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation, and a plan ensuring financial resources will be available to fully decommission the site.~~

~~6. The Kendall County Board shall require the posting of a bond, letter of credit, or the establishment of an escrow account to ensure the proper decommissioning. The posting of a bond may be required prior to the issuance of a building permit for the facility.~~

~~7. In the event that the State of Illinois enacts a law with regards to the decommissioning of a solar farm, the strictest requirements shall prevail.~~

**~~O.~~ L. Other Requirements.**

~~1. Upon request from the Kendall County Planning, Building and Zoning Department, the owner or operator of a solar farm or a solar garden must submit, within fourteen (14) calendar days, a current operation and maintenance report to the Department.~~

~~2. In all undeveloped areas, the solar energy developer will be required to complete a consultation with both the Illinois Historic Preservation Agency (IHPA) and the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat Program. The cost of this consultation shall be at the developer's expense. The final~~

~~certificate from EcoCat shall be provided to the Kendall County Planning, Building and Zoning Department before a permit or special use permit will be issued.~~

~~3.~~ 1. No fencing is required; however, if installed on the property the fencing shall have a maximum height of eight (8) feet. The fence shall contain appropriate warning signage that is posted such that is clearly visible on the site.

~~4. Any lighting for solar farms or solar gardens shall be installed for security and safety purposes only. Except for lighting that is required by the FCC or FAA, all lighting shall be shielded so that no glare extends substantially beyond the boundaries of the facility.~~

~~5.~~ 2. Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties.

~~6.~~ 3. Electric solar energy system components must have a UL listing and must be designed with anti-reflective coating(s).

~~7.~~ 4. Solar energy systems must be in compliance with all State of Illinois Plumbing and Energy Codes.

~~8.~~ 5. For solar energy systems located within five hundred feet (500') of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.

**N. Applicability. The regulations in this Section apply only to solar energy system, private and do not apply to commercial solar energy facilities.**

#### Section 7:01.D (A-1 Special Uses)

**Add Commercial Solar Energy Facilities and Test Solar Energy Systems to the appropriate place alphabetically in the list of special uses subject to the following:**

- a. All commercial solar energy facilities located within one point five (1.5) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's regulations to flow through the property.**
- b. The setbacks for commercial solar energy facilities shall be measured from the nearest edge of any component of the facility as follows:**

**Occupied Community Buildings  
Dwellings on Nonparticipating  
Properties**

**One hundred fifty feet (150') from the  
nearest point on the outside wall of the  
structure**

**Boundary Lines of Participating**

**None**

## Properties

**Boundary Lines of Nonparticipating Properties**

**Fifty feet (50') to the nearest point on the property line of the nonparticipating property**

**Public Road Rights-Of-Way**

**Fifty feet (50') from the nearest edge**

The above setbacks do not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National Electrical Safety Code, Illinois Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors.

- c. A commercial solar energy facility's perimeter shall be enclosed by fencing having a height of at least six feet (6') and no more than twenty-five feet (25').
- d. No component of a solar panel as part of a commercial solar energy facility shall have a height of more than twenty feet (20') above ground when the solar energy facility's arrays are at full tilt.
- e. The above setback, fencing, and component height requirements may be waived subject to written consent of the owner of each affected nonparticipating structure. This written consent shall be submitted at the time of application submittal.
- f. Sound limitations for components in commercial solar energy facilities shall follow the sound limitations established by the Illinois Pollution Control Board.
- g. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial solar energy system or related financial assurances to be more restrictive than agricultural impact mitigation agreement set in State law. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials.
- h. A vegetative screening shall be placed around the commercial solar energy facility.
- i. Commercial solar energy facility applicants shall provide the results and recommendations from consultations with the Illinois Department of Natural Resources that obtained through the Ecological Compliance Assessment Tool (EcoCat) or a comparable successor tool. The commercial solar energy facility applicant shall adhere to the recommendations provided through this consultation.
- j. Commercial solar energy facility applicants shall provide the results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor toll that is consistent with the U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines and any applicable

United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review.

- k. A facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.
- l. A facility owner shall provide evidence at the time of application submittal of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under applicable State law.
- m. A commercial solar energy facility owner shall plant, establish, and maintain for the life of the facility vegetative ground cover consistent with State law and the guidelines of the Illinois Department of Natural Resources' vegetative management plans. The vegetation management plan shall be required at the time of application submittal.
- n. The facility owner shall enter into a road use agreement with the jurisdiction having control over the applicable roads. The road use agreement shall follow applicable law. The facility owner shall supply the Kendall County Planning, Building and Zoning Department with a copy of the road use agreement. This provision shall be waived if the jurisdiction having control over the applicable roads does not wish to enter into an agreement.
- o. The facility owner shall repair or pay for the repair of all damage to the drainage system caused by the construction of the commercial solar energy system within a reasonable time after construction of the commercial solar energy facility is complete. The specific time shall be set in the special use permit.

Add Commercial Wind Energy Facility and Test Wind Towers to the appropriate place alphabetically in the list of special uses subject to the following:

- a. The following conditions apply to all commercial wind energy facilities located outside the one point five (1.5) mile zoning jurisdiction of municipalities and within the one point five (1.5) mile zoning jurisdictions of municipalities under intergovernmental agreements with the County for zoning services. All commercial wind energy facilities located within one point five (1.5) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's regulations to flow through the property, unless not required to do so by applicable law.
- b. The setbacks for wind towers as measured from the center of the base of the wind tower shall be as follows:

Occupied Community Buildings Nonparticipating Residences	Two point one (2.1) times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Participating Residences	One point one (1.1) times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Boundary Lines of Participating Properties	None
Boundary Lines of Nonparticipating Properties	One point one (1.1) times the maximum blade tip height of the wind tower to the nearest point on the property line of the nonparticipating property
Public Road Rights-Of-Way	One point one (1.1) times the maximum blade tip height of the wind tower to the center point of the public road right-of-way
Overhead Communication and Electric Transmission and Distribution Facilities (Not Including Overhead Utility Service Lines to Individual Homes or Outbuildings)	One point one (1.1) times the maximum blade tip height of the wind tower to the nearest edge of the property line, easement, or right-of-way containing the overhead line
Overhead Utility Service Lines to Individual Houses or Outbuildings	None
Fish and Wildlife Areas and Illinois Nature Preserve Commission Protected Lands	Two point one (2.1) times the maximum blade tip height of the wind tower to the nearest point on the property line of the fish and wildlife or protected land

The above setbacks do not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National

Electrical Safety Code, Illinois Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors.

A wind tower of a commercial wind energy facility shall be sited so that industry standard computer modeling indicates that any occupied community building or nonparticipating residence will not experience more than thirty (30) hours per year of shadow flicker under planned operating conditions.

The above setback may be waived subject to written consent of the owner of each affected nonparticipating structure. This written consent shall be submitted at the time of application submittal.

- c. Sound limitations for wind towers in commercial win energy facilities shall follow the sound limitations established by the Illinois Pollution Control Board.
- d. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial wind energy system or related financial assurances to be more restrictive than agricultural impact mitigation agreement set in State law. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials.
- e. A vegetative screening shall be placed around the commercial wind energy facility.
- f. The commercial wind energy facility shall follow applicable federal regulations pertaining to blade tip height maximums.
- g. Commercial wind energy systems applicants shall provide the results and recommendations from consultations with the Illinois Department of Natural Resources that obtained through the Ecological Compliance Assessment Tool (EcoCat) or a comparable successor tool. The commercial wind energy system applicant shall adhere to the recommendations provided through this consultation.
- h. Commercial wind energy systems applicants shall provide the results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor toll that is consistent with the U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines and any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review.
- i. A facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.

- j. A facility owner shall provide evidence at the time of application submittal of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under applicable State law.
- k. The facility owner shall enter into a road use agreement with the jurisdiction having control over the applicable roads. The road use agreement shall follow applicable law. The facility owner shall supply the Kendall County Planning, Building and Zoning Department with a copy of the road use agreement. This provision shall be waived if the jurisdiction having control over the applicable roads does not wish to enter into an agreement.
- l. The facility owner shall repair or pay for the repair of all damage to the drainage system caused by the construction of the commercial wind energy system within a reasonable time after construction of the commercial wind energy facility is complete. The specific time shall be set in the special use permit.

~~52. Solar Gardens subject to the provisions of Section 4:18.D.~~

~~53. Solar Farms subject to the provisions of Section 4:18.C.~~

~~57. Wind Farms, Commercial, subject to the following:~~

~~a. Location Guidelines—The following guidelines shall be considered in evaluating the appropriateness of proposed locations for Wind Farms and the proposed project components. The purpose of these guidelines is to assist decision-makers in uniformly analyzing the site-specific impacts of each proposed project and thereby arrive at consistent and balanced decisions.~~

~~i. Natural and Biological Resources—Wind Farms should not be located in areas that have a large potential for biological conflicts. Wind Farms should not be located in large impact areas such as wilderness study areas, areas of critical environmental concern, county and state parks, historic trails, and special management areas. Wind Farms should not significantly impact important wildlife habitat.~~

~~ii Visual Impacts—Wind Farms should avoid those visual corridors that are designated by the County as essential view sheds or scenic areas. Essential view sheds or scenic areas are those areas designated in the County's LRMP or in other locations determined by the County Board after analyzing the applicant's wind farm visual simulations and considering public hearing comments. A Wind Farm project should maintain visual unity among clusters of turbines. To promote visual uniformity, the rotors, nacelles and towers of all turbines in an array should appear similar. To avoid visual clutter, intra-project power lines having a voltage of 34,500 volts or less, should be buried unless the applicant can sufficiently demonstrate that burying the lines will violate other guidelines/standards, violate applicable law, render the project economically infeasible or be hidden from public view. To avoid cluttering the skyline, transformers and other electric equipment should be hidden from view or otherwise constructed in harmony with the surrounding landscape.~~

~~iii Soil Erosion & Water Quality—Wind Farms should avoid erosion. Disturbance and construction on erodible slopes should be minimized. The number of improved roads~~

~~and construction staging areas should be kept to a minimum. The grading width of roads should be minimized. One-lane roadways with turnouts are recommended. The number and size of staging areas and crane pad sites should be minimized.~~

~~iv. Historical, Cultural & Archeological Resources – Wind Farms should avoid sites with known sensitive historical, cultural or archeological resources.~~

~~v. Public Safety – Wind Farms shall be developed in a manner that utilizes sound engineering practices and considers public safety regarding the potential hazards to adjacent properties, public roadways, communities, aviation, etc. that may be created.~~

~~b. Performance Standards – The following standards are to be achieved by each Wind Farm project without exception. Because they are standards, they are requirements of any Wind Farm project. The final decision on whether or not a particular standard is achieved by a Wind Farm project shall be made by the County Board after considering the recommendations of all advisory bodies.~~

~~i. Noise Management – The noise level caused by the operation of the project, measured at five (5) feet above ground level at the property line coincident with or outside the project boundary, shall not exceed 65 decibels (A-weighted) and shall not exceed 50 decibels (A-weighted) if it is determined that a pure tone noise is generated by the project. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.~~

~~ii. Wind Farm Design: Wind Farms that are not designed in “accordance with proven good engineering practices” or not purchased from a national manufacturer with a proven track record shall be prohibited. Wind Farms designed with the following characteristics shall be deemed in “accordance with proven good engineering practices”:~~

~~1. at least 3 blades.~~

~~2. upwind rotor.~~

~~3. no furling, where “furling” means that the wind turbine is designed to limit its power output in high winds by changing the rotor’s plane of rotation to a plane that is not perpendicular to the prevailing wind direction.~~

~~4. tapered and twisted blades.~~

~~5. a well-designed braking system.~~

~~iii. Visual Impacts – To provide visual order to a Wind Farm project, all individual turbines shall have the same number of rotor blades and all rotor blades shall spin in the same direction (i.e., clockwise or counter-clockwise) in relation to the wind. To promote visual uniformity, all turbines at a similar ground elevation shall have the same height from blade tip to the ground. Except during construction, reconstruction or removal, outdoor storage is not permitted within the project boundary except at locations that are screened from view. To avoid cluttering the skyline, inverters and pendant power cables shall be located inside the wind turbine tower, nacelle or structure. No telecommunications dishes, antennas, cellular telephone repeaters or other similar devices shall be attached to wind turbine towers. Aircraft obstruction~~



~~markings of the turbines by use of alternating red and white bands shall be prohibited. No Billboards, logos and advertising signs of any kind shall be located on the turbines.~~

~~iv. Soil Erosion & Water Quality—Construction and maintenance shall be done in strict accordance with the erosion and sediment control plan submitted with the Building Permit so as to minimize soil erosion and damage to existing vegetation. If vegetation is damaged during construction, in areas not occupied by the Wind Farms and related facilities and roads, it shall be restored after construction is complete. Disturbed areas shall be reseeded to the landowner's or manager's requirements. Dust control on the project site is required.~~

~~v. Setback—Individual wind turbines shall be set back from all property lines coincident with or outside of the project boundary a distance equal to 1.1 times the turbine hub height. Individual wind turbines shall be set back from all public roads a distance equal to at least 1.1 times the turbine hub height.~~

~~vi. Lighting—Individual wind turbine heights and markings shall comply with Federal Aviation Administration (FAA) regulations. Approval from the FAA stating that the turbines will not pose a hazard to aviation must be obtained prior to final recommendation by the Kendall County Regional Plan Commission. If lighting of turbines, or other structures, is required, "daytime white nighttime red" shall be the only type of lighting allowed unless prohibited by law. All required lighting effects shall be in synchronization with each turbine located on the same or contiguous zoning lot and under the same ownership of a single wind energy system organization. All turbines and towers shall be a shade of white in color. (Amended 2/16/2010)~~

~~c. Roads—All routes on either County or Township roads that will be used for the construction and maintenance purposes shall be identified on the site plan. All routes for either ingress or egress need to be shown. The routing shall be subject to the approval of the Kendall County Highway Engineer in coordination with the Township Road Commissioner(s). The developer shall provide and complete a pre-construction baseline survey to determine existing road conditions for assessing potential future damage due to development related traffic. The developer shall provide a road repair plan to improve any and all damage, installation or replacement of roads that might be required by the developer. The developer shall provide a letter of credit or a surety bond in amount and form approved by the highway official(s).~~

~~d. Fees—All applications for a Commercial Wind Farm shall be accompanied by a fee for a Commercial Wind Farm Special use in accordance with fee structure as established by the County Board and as amended from time to time. The County Board may, at its discretion, retain the services of attorneys and professional consultants to assist the Board and County staff in the amendment and zoning process. The application fee shall serve as an initial deposit from which any costs and expenses incurred by the county as a result of the application for amendment and the hearing process set forth herein shall be deducted. Such costs shall include, but not be limited to, the fees and costs of: County employees or staff review time, attorney's fees, expert witnesses, scientific testing, records or other investigations, data searches, notices, court reporters,~~

~~transcription costs, consultants, the ZBA, and other expenses incurred by the County in reviewing the application, the public hearing, and decision, or any issues raised at any time during any hearings up to and including the County Board decision. If the actual costs incurred by the County in conducting its review and recommendation of the requested map amendment exceed the amount of the application fee deposit, the applicant shall be billed and shall be required to pay any and all additional costs incurred by the County in the completion of their review and recommendation of the special use. Costs in excess of the application fee deposit are required to be paid in full by the applicant prior to scheduling the matter for action by the County Board.~~

~~e. Removal of Defective Wind Energy Systems: Any wind energy system found to be unsafe by an authorized county official shall be repaired by the owner to meet federal, state and local safety standards or removed within sixty (60) days. If any wind energy system is not operated for a continuous period of 12 months, the county will notify the landowner by registered mail and provide 45 days for a response. In such a response, the landowner shall set forth reasons for the operational difficulty and provide a reasonable timetable for corrective action. If the county deems the timetable for corrective action as unreasonable, they must notify the operator and such operator shall remove the turbine within 120 days of receipt of notice from the county.~~

~~f. Decommissioning Plan: A Commercial Wind Farm shall submit a decommissioning plan to ensure it is properly decommissioned upon the end of the project life or facility abandonment. Facility abandonment shall include the ceasing of operations for a period of not less than one (1) year. Decommissioning shall include: removal of all structures (including transmission equipment and fencing) and debris to a depth of four (4) feet, restoration of the soil, and restoration of vegetation within six (6) months of the end of the project life or facility abandonment. At the time of decommissioning, an Alta Survey shall be submitted to the County. The decommissioning plan shall state how the facility will be decommissioned, a professional engineer's estimated cost of decommissioning, the financial resources to be used to accomplish decommissioning, and the escrow agent with which the resources shall be deposited. The decommissioning plan shall also include an agreement between the applicant and the County which states:~~

~~i. The financial resources for decommissioning which shall be in the form of a surety bond, or shall be deposited in an escrow account with an escrow agent acceptable to the County.~~

~~ii. If the Applicant chooses an escrow agreement:~~

~~i. A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed; and~~

~~ii. The County shall have access to the escrow account funds for the express purpose of completing decommissioning if decommissioning is not completed by the applicant within sixty (60) days of the end of the project life or facility abandonment.~~

~~iii. The County is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning.~~

~~iv. The County is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the County's right to seek reimbursement from applicant or applicant's successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by the applicant or applicant's successor, or in which they have an interest, for the amount of excess, and to take all steps allowed to enforce said lien.~~

~~Financial provisions shall not be so onerous as to make Commercial Wind Farm projects unfeasible.~~

Renumber the list of special uses in the A-1 accordingly.

Section 8:02.C (Special Uses in the R-1, R-2, and R-3)

~~18. Solar Gardens subject to the provisions of Section 4:00 of the Kendall County Zoning Ordinance.~~

**Add Commercial Solar Energy Facilities and Test Solar Energy Systems Subject to the Conditions Contained in Section 7:01.D and Commercial Wind Energy Facilities and Test Wind Towers Subject to the Conditions in Section 7:01.D to the List of Special Uses in the Appropriate Places Alphabetically.**

**The list of special uses would be renumbered.**

Section 8:03.H.1 (Special Uses in the RPD-1, RPD-2, and RPD-3)

~~o. Solar Gardens subject to the provisions of Section 4:00 of the Kendall County Zoning Ordinance.~~

**Add Commercial Solar Energy Facilities and Test Solar Energy Systems Subject to the Conditions Contained in Section 7:01.D and Commercial Wind Energy Facilities and Test Wind Towers Subject to the Conditions in Section 7:01.D to the List of Special Uses in the Appropriate Places Alphabetically.**

**The list of special uses would be renumbered.**

Section 8:06.B (Special Uses in the R-2)

1. Any use permitted as a special use in the R-1 One-Family Estate Residence District, Section 8:02.C, **except Commercial Solar Energy Facilities, Test Solar Energy Facilities, Commercial Wind Energy Facilities, and Test Wind Towers**, and that Planned Developments may be considered where the zoning lot proposed for development has a gross area of not less than forty acres.

Section 8:07.B (Special Uses in the R-3)

1. Any use permitted as a special use in the R-1 One-Family Estate Residence District, Section 8:02.C, except a bed and breakfast, **Commercial Solar Energy Facilities, Test Solar Energy Facilities, Commercial Wind Energy Facilities, and Test Wind Towers**, and that Planned Developments may be considered where the zoning lot proposed for development has a gross area of not less than forty acres.

Section 8:08.B (Special Uses in R-4, R-5, R-6, and R-7)

**~~9. Solar Gardens — See Section 4:00~~**

Section 9:01.C (Special Uses in B-1)

**~~13. Solar Gardens~~**

Section 9:02.C (Special Uses in B-2)

**~~24. Solar Gardens~~**

Section 9:03.C (Special Uses in B-3)

**~~29. Solar Gardens~~**

Section 9:04.C (Special Uses in B-4)

**~~18. Solar Gardens~~**

Section 9:05.E (Special Uses in B-5)

**~~7. Solar Gardens shall be a special use in the B-5 Business Planned Development District.~~**

Section 9:06.C (Special Uses in B-6)

**~~17. Solar Gardens~~**

Section 10:01.C. (Special Uses in M-1 and M-2)

**~~30. Wind Farms, Commercial, subject to the conditions in Section 7:01.D (Amended 9/15/20).~~**

**Add Commercial Solar Energy Facilities and Test Solar Energy Systems Subject to the Conditions Contained in Section 7:01.D and Commercial Wind Energy Facilities and Test Wind Towers Subject to the Conditions in Section 7:01.D to the List of Special Uses in the Appropriate Places Alphabetically.**

**The list of special uses would be renumbered.**

Section 10:03.C (Special Uses in M-3)

**~~5. Solar Gardens~~**

**Add Commercial Solar Energy Facilities and Test Solar Energy Systems Subject to the Conditions Contained in Section 7:01.D and Commercial Wind Energy Facilities and Test Wind Towers Subject to the Conditions in Section 7:01.D to the List of Special Uses in the Appropriate Places Alphabetically.**

**The list of special uses would be renumbered.**

Section 13:08.E. (Decisions on Special Use Permits)

- 4. In cases involving special use permit applications or applications for major amendments to existing special use permits for commercial solar energy facilities**

**and commercial wind energy facilities, the County Board shall make its decision not more than thirty (30) days after the conclusion of the public hearing.**

#### Appendix 9 (Table of Uses)

**Add Commercial Solar Energy Facility and Test Solar Energy Systems as a special use to A-1, R-1, RPD-1, RPD-2, RPD-3, M-1, M-2, and M-3**

**Add Commercial Wind Energy Facility and Test Wind Towers as a special use to A-1, R-1, RPD-1, RPD-2, RPD-3, M-1, M-2, and M-3**

**Add Solar Energy System, Private as permitted uses in all zoning districts.**

**Change Small Wind Energy Systems to permitted uses in the A-1, R-1, RPD-1, RPD-2, RPD-3, R-2, B-1, B-2, B-3, B-4, B-5, B-6, M-1, M-2, M-3.**

**Add Small Wind Energy Systems as a Permitted Use in the R-3.**

**Delete Solar Farms, Solar Gardens, and Wind Farms, Commercial.**

#### General

##### **Citation Corrections caused by the amendments.**

Pre-existing commercial solar energy systems would have to follow their existing special use permits.

The County would encourage entire projects to annex, in cases where a portion of the project lies outside one point five (1.5) miles of a municipality.

Mr. Asselmeier explained the adoption timeline.

Member Shanley made motion, seconded by Member Koukol, to initiate the text amendments as proposed.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Shanley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Wormley

The motion carried.

The proposal goes to ZPAC on March 7, 2023.

##### **Approval to Initiate Text Amendments to the Kendall County Zoning Ordinance Pertaining to Allowing Animals to Be Outdoors after Sunset at Kennel Establishments**

Mr. Asselmeier provided the following proposed amendment:

#### Amend Section 7:01.D

29. Kennels provided that the kennels must be located inside and must be located a minimum of **two hundred fifty feet (250')** from the lot line of lots zoned residential or shown as Residential on the LRMP map and **one hundred fifty feet (150')** from lots zoned other than residential or shown on the LRMP map as non-residential. The animals must be indoors by sunset, **except for the purposes of owners picking-up and dropping-off pets and regular bathroom breaks until 10:00 p.m.**

Amend Section 9:03.C

14. Kennels **with the conditions contained in Section 7:01.D. with the condition that the kennels must be located inside and must be located a minimum of 250' from the lot line of lots zoned residential or shown as Residential on the LRMP map and 150' from lots zoned other than residential or shown on the LRMP map as non-residential. The animals must be indoors by sunset.**

Amend Section 9:04.C

10. Kennels **with the conditions contained in Section 7:01.D. when located more than 600' from any occupied residential structure other than the owners residence**

The M-1 and M-2 Districts already reference Section 7:01.D.

Kennels are special uses in the A-1, B-3, B-4, M-1, and M-2 Zoning Districts.

Member Shanley made motion, seconded by Member Koukol, to initiate the text amendments as proposed.

Member Koukol asked what happens if the new time created a problem. Mr. Asselmeier responded a new text amendment would be required and the new outdoor deadline was for specific purposes.

The votes were as follows:

Yeas (3): Koukol, Rodriguez, and Shanley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Wormley

The motion carried.

The proposal goes to ZPAC on March 7, 2023.

*Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois*

Mr. Asselmeier summarized the request.

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires in February.

A renewal proposal was provided. Other than dates, there were no changes to the agreement from the 2022 version.

The United City of Yorkville will be reviewing the proposal during their meetings in February.

Member Koukol made a motion, seconded by Member Shanley, to recommend approval of the intergovernmental agreement. With a voice vote of three (3) ayes, the motion carried.

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

*Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090*

Member Koukol made a motion, seconded by Member Shanley, to recommend approval of publishing the notice. With a voice vote of three (3) ayes, the motion carried.

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

*Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2022 NPDES – MS 4 Requirements in an Amount of \$2,500 Plus Reimbursable Costs (Costs + 10 %)*

Mr. Asselmeier summarized the issue.

Kendall County is required to submit certain documents annually as required by its NPDES Permit. The proposal from WBK for this work was provided.

The cost is Two Thousand Five Hundred Dollars (\$2,500) which is an increase from Two Thousand Dollars (\$2,000) for the same scope of work which occurred in 2021.

Mr. Asselmeier provided an email from Greg Chismark outlining the reasons for the increase.

The Illinois Environmental Protection Agency has not changed the June 1<sup>st</sup> due date for the Annual Report.

Member Shanley made a motion, seconded by Member Koukol, to recommend approval of the proposal. With a voice vote of three (3) ayes, the motion carried.

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

*Follow-Up on Kendall County Regional Planning Commission Annual Meeting*

Discussion occurred regarding changing regulations for chickens on residentially zoned properties. Mr. Asselmeier said that Chairman Wormley would like to discuss a proposal at the March Planning, Building and Zoning Committee meeting.

*2022 County-Wide Building Permit Memo*

The Committee reviewed the memo.

**OLD BUSINESS**

*Update on Revoking the Special Use Permit for a Specialty Gift Store at 7275 Route 34, Oswego (PIN: 02-14-452-005)*

Mr. Asselmeier reported that he spoke with the property and the property own desires to voluntarily revoke the special use permit. Mr. Asselmeier hopes to have the proposal on the March Planning, Building and Zoning Committee agenda.

*Kendall County Historic Preservation Commission Annual Meeting-February 15, 2023, at 6:00*

*p.m., at the Oswego Brewing Company at 61 Main Street, Oswego*

Member Flowers reported the Kendall County Historic Preservation Commission Annual Meeting would be February 15<sup>th</sup> at the Oswego Brewing Company in Oswego. She discussed the Commission's wish to meet at various historic locations throughout the County. Mr. Asselmeier noted that a portion of downtown Oswego was added to the National Register of Historic Places and the meeting location was located inside the new historic district.

*Update on 1038 Harvey Road*

Mr. Asselmeier provided correspondence from the State's Attorney's Office. He also reported that the business appears to have ceased at the property, but the Department will continue to monitor the site.

*Update on 8150 Schlapp Road*

Mr. Asselmeier reported that the property owner has not submitted a stormwater permit application. Per the January Planning, Building and Zoning Committee meeting, the owner has until March 31, 2023, to have a stormwater permit issued.

**REVIEW VIOLATION REPORT**

The Committee reviewed the violation report.

The Committee requested an update on 1539 Collins Road. Mr. Asselmeier will forward the request to Scott Koepfel.

**REVIEW PRE-VIOLATION REPORT**

The Committee reviewed the report.

**UPDATE FOR HISTORIC PRESERVATION COMMISSION**

None

**REVIEW PERMIT REPORT**

The Committee reviewed the report.

**REVIEW REVENUE REPORT**

The Committee reviewed the report.

**CORRESPONDENCE**

None

**COMMENTS FROM THE PRESS**

None

Member Koukol discussed doing salary adjustments for two (2) employees in the Planning, Building and Zoning Department in order to retain staff. He would like the Finance Committee to discuss this matter.

**EXECUTIVE SESSION**

None



### **ADJOURNMENT**

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

Vice-Chairman Rodriguez adjourned the meeting at 7:48 p.m.

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



**COUNTY OF KENDALL, ILLINOIS  
SPECIAL COMMITTEE OF THE WHOLE  
Thursday, January 26, 2023 at 4:00 PM  
Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The meeting was called to order at 4:28pm by County Board Chair Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

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

**With 9 members present a quorum was established.**

**Staff Present:** Scott Koeppel, Latreese Caldwell, Jennifer Breault, Matt Asselmeier, Taylor Cosgrove, Brianna Falk, Dan Polvere, Matt Kinsey, Meagan Briganti,

**Approval of Agenda** – Motion made by Member Debolt, second by member Gengler. **With 9 members present voting aye, the motion carried by a vote of 9-0.**

**New Committee Business-**

- A. **\*PRESENTATION** – Anti-Harassment Training – HR Director Leslie Johnson – Leslie Johnson, HR Director, presented the annual Anti-Harassment Training to the County Board Members and County Department Heads. A copy of the presentation slides was provided to all present at the meeting.

**Old Committee Business-** None

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

**Public Comment** – None

**Questions from the Media** – None

**Chairman's Report** – A family has applied for farmland preservation district more details to come.

**Review Board Action Items** – None

**Executive Session** – No

**Adjournment** – Member Flowers made a motion to adjourn the meeting, second by Member Debolt. **With 9 members present voting aye, the meeting adjourned at 5:32p.m.**

Respectfully Submitted,  
Nancy Villa  
Executive Administrative Assistant



# Kendall County Agenda Briefing

**Committee:** Human Resources & Insurance Committee

**Meeting Date:** 2/6/23

**Amount:** N/A

**Budget:** N/A

**Issue:** Job descriptions for Human Resources Department

**Background and Discussion:**

We have attached two job descriptions for the new Human Resources Department:

1. Human Resources Director job description
2. Human Resources Generalist job description.

**Committee Action:**

Committee approved forwarding both of these job descriptions to the County Board on consent agenda for approval.

**Staff Recommendation:**

N/A

**Prepared by:** Leslie Johnson

**Department:** Human Resource Director

**Date:** 2/8/23

**TITLE:** Director of Human Resources  
**DEPARTMENT:** Human Resources Department  
**REPORTS TO:** County Administrator  
**FULL TIME/PART TIME:** Full time  
**FLSA STATUS:** Exempt  
**APPROVED:** February \_\_\_\_, 2023

**I. Position Summary:**

The Human Resources (HR) Director, under the direction of the Kendall County Administrator, oversees all activities and operations of the Kendall County HR Department. This position is responsible for the planning, management, and administration of Kendall County's human resources functions including, but not limited to recruitment and selection, onboarding and offboarding, job classification and compensation, systems and records administration, employee development, training, and labor and employee relations. The HR Director also serves as a leader of Kendall County's union negotiation team, labor arbitrations and other labor-related proceedings. This position also manages and oversees the administration of Kendall County's risk management and compliance programs such as workers compensation, property insurance, auto insurance, and liability insurance.

**II. Essential Duties and Responsibilities:**

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

- A. Primary duties include the management and oversight of Kendall County's HR Department by performing duties including, but not limited to the following:
  - 1. Customarily and regularly directs the work of all employees and interns assigned to Kendall County's HR Department.
  - 2. Interviews, selects, and trains HR Department employees and interns.
  - 3. Sets and adjusts employees' hours of work.
  - 4. Sets and adjusts employees' rates of pay (within pre-approved budget parameters).
  - 5. Maintains production and operations records for use in supervision and control of the HR Department.
  - 6. Conducts performance evaluations of HR Department employees.
  - 7. Appraises employees' productivity and efficiency for the purpose of recommending promotions or other changes in status.
  - 8. Handles employee complaints and grievances.
  - 9. Disciplines employees.
  - 10. Apportions the work among employees assigned to the HR Department.
  - 11. Provides for the safety and security of the HR Department employees and Kendall County property.
  - 12. Makes the final decisions regarding the hiring, firing, advancement, promotion and any other changes of status for all employees in HR Department.
  - 13. Responsible preparation and submission of the HR Department's budget to the County Administrator with final budget approval by the County Board.
  - 14. Monitors and authorizes expenditures for the HR Department.
  - 15. Carries out all other supervisory responsibilities in accordance with all applicable laws, regulations, policies and procedures.

## Kendall County Job Description

- B. Primary duties include the performance of office or non-manual work directly related to the management and general business operations of Kendall County, which duties include, but are not limited to the following:
1. Plans for, directs, and administers Kendall County's human resources functions (e.g., recruitment, onboarding and offboarding, employee relations, leave and benefits, performance management, job classification and compensation, training, policy interpretation, etc.) and risk management functions.
  2. Advises and provides support to department heads, elected officials (as requested), and employees regarding human resources, labor relations and/or risk management issues and recommends solutions.
  3. Serves as a leader of Kendall County's union negotiation team; advises County leadership on proper administration of labor contracts and grievance procedures; responds to grievances on behalf of the County; and serves as one of the County's leaders in labor arbitrations and other labor-related proceedings.
  4. Ensures that all terms and conditions of employment by Kendall County are in full compliance with all applicable federal and state laws, regulations, applicable union contracts, and best practices.
  5. Oversees and administers Kendall County's compensation and benefits program, including creating job descriptions, administering the job evaluation process, conducting salary surveys, providing cost analysis and recommendations for plan design and policy changes.
  6. Plans, develops, coordinates, implements, and revises policies, processes, training, initiatives, and surveys to support Kendall County's compliance and strategy needs.
  7. Directs the investigation and resolution of harassment, discrimination, and other related complaints and provides guidance to County departments and elected officials (as requested) on complex employee and labor/relations issues.
  8. Oversees HR-related communications, employee engagement and retention efforts, and the County's diversity, equity and inclusion initiatives.
  9. Oversees the development and utilization of human resource and risk management software to ensure compliance with all laws, regulations, union contracts, and County policies and procedures.
  10. Oversees and administers the County's risk management functions by performing duties including, but not limited to the following:
    - a. Performs risk management planning, policy development and administration.
    - b. Responds to inquiries about risk management and compliance matters.
    - c. Ensures that all County property and functions have current and adequate insurance coverage.
    - d. Oversees the administration of the County's Workers Compensation and Liability Insurance Programs.
    - e. Responds to questions and complaints about workers' compensation benefits and liability claims.

## Kendall County Job Description

- f. Acts as the County's liaison and direct contact with the County's workers' compensation and liability insurance plan providers, brokers, other vendors, and legal counsel.
  - g. Prepares communications regarding or relating to the County's risk management and insurance programs.
  - h. Prepares and provides recommendations to the County Administrator and Kendall County Board regarding or relating to risk management, compliance, and insurance coverage matters.
- 11. Coordinates employee benefits, plan designs, and coverage issues with the County's brokers, benefits administrators, vendors, and legal counsel.
- 12. Advises the Kendall County Board about annual health insurance plan(s) and other employee benefit options.
- 13. Reviews, analyzes, and implements the County's human resources and risk management policies, procedures and best practices;
- 14. Compiles and analyzes data and prepares reports, forms, and other documents related to the County's human resources and risk management functions.
- 15. Keeps current on pending legislation and changes in state and federal laws and regulations impacting Kendall County.
- C. The employee's primary duties include the exercise of discretion and independent judgment with respect to matters of significance and their recommendations regarding the same are given great weight by the final decision maker.
- D. Responsible for filing documents, pulling documents from storage, and putting files away in storage.
- E. Prepares and revises correspondence, reports, newsletters, flyers, brochures, and any other documentation, as needed, to perform assigned job duties.
- F. Serves as a Freedom of Information Act Officer for the County's Human Resources Department.
- G. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- H. Must be able to work on-site to perform the above essential job duties.
- I. Attends Human Resources and Insurance Committee meetings and other County Board and committee meetings, as assigned, both during and after regular business hours.
- J. Travels to, attends and/or presents at meetings, conferences, and trainings/seminars, as assigned, both during and after regular business hours.
- K. Handles confidential matters daily relating to all functions of the Human Resources Department and maintains confidentiality of such information.
- L. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.
- M. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
- N. Maintains regular attendance and punctuality.
- O. Performs other duties, as assigned.

## Kendall County Job Description

### III. Qualifications:

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

#### A. Language Skills:

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

#### B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to prepare and analyze statistical data and reports.

#### C. Reasoning Ability:

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

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

1. Current and valid Driver's License.
2. Current Society of Human Resource Management (SHRM) certification and/or other risk management and/or human resources certifications are preferred.
3. Any and all other certificates and registrations as required by immediate supervisor for the specific duties performed.

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

1. Strong organization and multi-tasking skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. The ability to display a positive, cooperative, professional and team orientated attitude.
4. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
5. The ability to follow guidance and work independently until project completion.
6. Must be proficient in the use of computers and in Microsoft Outlook, Excel, Word, Teams, and PowerPoint.
7. Proficiency with Human Resource Information Systems (HRIS) is preferred.



## Kendall County Job Description

8. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
9. Skills in operating a personal computer, facsimile machine, copier, and typewriter.

**F. Education and Experience:**

1. A minimum of a Master's Degree in Human Resources, Public or Business Administration, or a related field is required.
2. A minimum of at least five (5) years of prior work experience in human resources, public administration, risk management/compliance, or a related field is required.
3. At least five (5) or more years of prior work experience in a management level position is preferred.

**IV. Physical Demands:**

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

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

**V. Work Environment:**

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

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

## Kendall County Job Description

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

cc: personnel file, employee

DRAFT 2/6/23

**TITLE:** Human Resources Generalist  
**DEPARTMENT:** Human Resources  
**SUPERVISED BY:** Human Resources Director  
**FULL TIME/PART TIME:** Full Time  
**FLSA STATUS:** Non-Exempt  
**APPROVED/REVISED:** February \_\_\_\_, 2023

## **I. Position Summary:**

This position provides support to Kendall County's department heads, elected officials (if requested), and employees with a broad range of human resources services including, but not limited to recruitment and selection, onboarding and offboarding, job classification and compensation, systems and records administration, employee development, training, and employee relations.

The Human Resources Generalist also assists the Human Resources Director with the administration of Kendall County's risk management and compliance programs such as workers compensation, property insurance, auto insurance, and liability insurance.

## **II. Essential Duties and Responsibilities:**

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

- A. Provides support to Kendall County's department heads, elected officials (if requested), and employees by performing a broad range of human resources services including, but not limited to the following:
  - 1. Assists elected officials, managers and other County employees with the full range of human resources functions/issues (e.g., employee relations, leave and benefits, performance management, job classification and compensation, training, policy interpretation, etc.)
  - 2. Assists in talent acquisition and recruitment processes.
  - 3. Conducts employee onboarding and offboarding.
  - 4. Helps to coordinate employee training and professional development.
  - 5. Assists with Kendall County's internship program.
  - 6. Assists with Human Resources communications, employee engagement and retention efforts, and the County's diversity, equity and inclusion initiatives.
  - 7. Addresses general inquiries and concerns from County employees, department heads and elected officials regarding County policies and procedures and serves as one of the County's Human Resources liaisons to the County's elected offices and the public.
  - 8. Assists with the development and utilization of human resource management software to ensure compliance with all laws, regulations, union contracts, and County policies and procedures.
  - 9. Prepares and maintains accurate and thorough records relating to assigned human resources functions in compliance with all applicable laws, regulations, union contracts, and County policies and procedures.
  - 10. Compiles and analyzes data and prepares reports, forms, and other documents related to the County's human resources functions.

## Kendall County Job Description

11. Other human resources duties, as assigned.
- B. Assists with the administration of Kendall County's risk management and compliance programs such as workers compensation, property insurance, auto insurance, and liability insurance by performing duties including, but not limited to the following:
1. Processes and tracks claims.
  2. Responds to inquiries about risk management and compliance matters.
  3. Assists with the resolution of billing issues.
  4. Serves as a direct contact with the County's workers' compensation and liability insurance plan providers, insurance brokers, and legal counsel.
  5. Gathers and retains certificates of insurance and other insurance related records.
  6. Prepares and maintains up to date records regarding authorized drivers, insured property and assets, and claims.
  7. Compiles and analyzes data and prepares reports, forms, and other documents related to the County's risk management and compliance functions.
  8. Keeps current on changes in state and federal laws and regulations impacting Kendall County.
- C. Responsible for filing documents, pulling documents from storage, and putting files away in storage.
- D. Serves as a Freedom of Information Act Officer for the County's Human Resources Department.
- E. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- F. Prepares and revises correspondence, reports, newsletters, flyers, brochures, and any other documentation, as needed, to perform assigned job duties.
- G. Must be able to work on-site to perform the above essential job duties.
- H. Travels to, attends and/or presents at meetings, conferences, and trainings/seminars, as assigned, both during and after regular business hours.
- I. Handles confidential matters daily relating to all functions of the Human Resources Department and maintains confidentiality of such information.
- J. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.
- K. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
- L. Maintains regular attendance and punctuality.
- M. Performs other duties as assigned.

### III. Qualifications:

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

#### A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.

## Kendall County Job Description

2. Ability to prepare documents, reports, minutes, agendas, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials, in both one-on-one and group settings.
4. Requires proficient knowledge of the English language, spelling and grammar.

### **B. Mathematical Skills:**

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to prepare and analyze statistical data and reports.

### **C. Reasoning Ability:**

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

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

1. Current and valid Driver's License.
2. Current Society of Human Resource Management (SHRM) certification and/or other risk management and/or human resources certifications are preferred.
3. Any and all other certificates and registrations as required for the specific duties performed.

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

1. Strong organization and multi-tasking skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. The ability to display a positive, cooperative, professional and team orientated attitude.
4. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
5. The ability to follow guidance and work independently until project completion.
6. Must be proficient in the use of computers and in Microsoft Outlook, Excel, Word, Teams, and PowerPoint.
7. Proficiency with Human Resource Information Systems (HRIS) is preferred.
8. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
9. Skills in operating a personal computer, facsimile machine, copier, and typewriter.

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

1. A minimum of an Associate's Degree and at least two (2) years of Human Resources experience is required. (Preferred areas of study/experience are public administration, risk management/compliance, and/or human resources.)

## Kendall County Job Description

### IV. Physical Demands:

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

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

### V. Work Environment:

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

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

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

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

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

\_\_\_\_\_  
**Signature of Supervisor**  
cc: personnel file, employee

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



# Kendall County Agenda Briefing

**Committee:** Human Resources & Insurance Committee

**Meeting Date:** 2/6/23

**Amount:** N/A

**Budget:** N/A

**Issue:** County Employment Application

**Background and Discussion:**

We have updated the Kendall County employment application. It now includes a section that allows the applicant to identify which department and/or elected office they would like to receive their application. Also, the application has been updated in compliance with various changes in state and federal law.

**Committee Action:**

Committee approved forwarding this item to the County Board on consent agenda for approval.

**Staff Recommendation:**

N/A

**Prepared by:** Leslie Johnson

**Department:** Human Resource Director

**Date:** 2/8/23



# KENDALL COUNTY, ILLINOIS APPLICATION FOR EMPLOYMENT

*Kendall County is committed to complying with the Americans with Disabilities Act. If an applicant requires a reasonable accommodation for purposes of completing the job application process, please contact the Kendall County Human Resources Department at 630-381-9867 or email us at [HRDepartment@kendallcountyil.gov](mailto:HRDepartment@kendallcountyil.gov). A resume and cover letter may be attached to the completed employment application.*

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

Department/Elected Office: \_\_\_\_\_

Position Desired: \_\_\_\_\_ Part time Full time

Applicant's Name: \_\_\_\_\_  
(Print) Last First Middle

Present Mailing Address: \_\_\_\_\_  
City State Zip Code

Phone: (\_\_\_\_) \_\_\_\_\_ Email Address (optional): \_\_\_\_\_

How did you hear about this employment opportunity? \_\_\_\_\_

Have you ever worked for Kendall County before? [ ] Yes [ ] No

If yes, please give dates and position: \_\_\_\_\_

## RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your present and previous employers in chronological order with present or most recent employer listed first. Be sure to account for all periods of time including military services and any period of unemployment. If self-employed, give business name and supply business references. (Add additional page if necessary.)

Present or Last Employer	Employed From mo/yr  To mo/yr	Your Title or Position  Name & Title of Supervisor	Reason for Leaving
Name of Employer  Address  Phone			
Last Employer	Employed From mo/yr  To mo/yr	Your Title or Position  Name & Title of Supervisor	Reason for Leaving
Name of Employer  Address  Phone			



<b>Last Employer</b> <hr/> Name of Employer <hr/> Address <hr/> Phone	<u>Employed</u> <b>From</b> mo/yr <hr/> <b>To</b> mo/yr <hr/>	<u>Your Title or Position</u> <hr/> <u>Name &amp; Title of</u> <u>Supervisor</u> <hr/>	<u>Reason for Leaving</u> 
<b>Last Employer</b> <hr/> Name of Employer <hr/> Address <hr/> Phone	<u>Employed</u> <b>From</b> mo/yr <hr/> <b>To</b> mo/yr <hr/>	<u>Your Title or Position</u> <hr/> <u>Name &amp; Title of</u> <u>Supervisor</u> <hr/>	<u>Reason for Leaving</u> 

May we contact your current and previous employers? ☐ Yes ☐ No  
If no, please explain:

---

Please indicate any actual experience, special training, and/or qualifications that you have which you feel are relevant to the position for which you are applying.

---



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If hired, can you furnish proof that you are over 18 years of age?      Yes      No

Are you able to perform the essential functions of this job with or without reasonable accommodation?  
Yes      No

Will you be able to work the position's required work hours? ☐ Yes ☐ No

Will you be able to work on-site?      Yes      No

## EDUCATIONAL BACKGROUND

School Name	Years Completed	Diploma/Degree	School Name
High School:			
College/University:			
Graduate/Professional:			
Trade or Correspondence:			
Other:			

## PROFESSIONAL REFERENCES

Please list three professional references who are **not your** previous employers or relatives.

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

## ACKNOWLEDGMENTS AND DISCLAIMER

By signing my name below, I certify that all information provided in this application, my resume, other employment application documents, and interview are true and complete to the best of my knowledge. I understand that any misrepresentations or omissions in my application, resume, other employment documents, or interviews(s) may be cause for rejection of my application, or may be cause for subsequent dismissal at anytime if hired by Kendall County or one of its elected offices (hereinafter collectively referred to as "Kendall County")

I understand that Kendall County is not obligated to provide employment and that I am not obligated to accept employment should an offer of employment be made to me. **NOTHING IN THIS APPLICATION, OR IN ANY PRIOR OR SUBSEQUENT ORAL OR WRITTEN STATEMENT, IS INTENDED TO OR DOES CREATE ANY CONTRACT OF EMPLOYMENT. SHOULD THIS APPLICATION AND THE PROCESS SURROUNDING THIS APPLICATION RESULT IN MY EMPLOYMENT WITH KENDALL COUNTY, I UNDERSTAND THAT I WOULD BE HIRED AS AN EMPLOYEE AT WILL (SUBJECT TO THE TERMS OF AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT, IF ANY) AND NOTHING IN THIS APPLICATION WOULD RESTRICT MY RIGHT AS AN EMPLOYEE OR KENDALL COUNTY'S RIGHT AS AN EMPLOYER TO TERMINATE MY EMPLOYMENT AT ANY TIME.**

Kendall County is an equal opportunity employer and does not discriminate against applicants and/or employees on the basis of their race, color, religion, sex, pregnancy, sexual orientation, national origin, marital status, age, ancestry, military status, veteran status, disability, genetic information, pregnancy and/or any other basis prohibited by state, federal and/or local laws, regulations and ordinances.

If selected for the position and upon commencement of employment, I understand that I will be required to submit verification that I am legally authorized to work in the United States as required by federal law.

I understand and agree that all information furnished in this application may be verified by Kendall County or its authorized representatives. I waive any right I may have to be notified by any individuals and organizations named in this application prior to the release of any information to Kendall County. I further authorize all individuals and organizations named in this application to give Kendall County and its authorized agents all information relative to such verification. I hereby release such individuals and organizations and Kendall County from any and all liability for any claim or damage resulting therefrom. If Kendall County determines that I am qualified for the position, and I have been notified that I have been selected for an interview or, if there is no interview, I have been made a conditional offer of employment with Kendall County, I may be required to submit to a criminal history background check, employment verification, and/or reference check. By signing my name below, I affirm my understanding that certain offenses may disqualify me from employment in a particular position with Kendall County to the extent permitted by applicable law.

**BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ AND AGREE TO ALL OF THE ABOVE. BY SIGNING MY NAME BELOW, I ALSO HEREBY AFFIRM THAT ALL OF THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

---

**Signature of Applicant**

---

**Date**

**Department/Elected Office:** Health Department

**Position Desired:**

Please select one of the following:  
Administrative Services Department  
Animal Control Department

**Applicant's Name:**  
(Print)

Assessments Office  
Circuit Clerk's Office  
Coroner's Office  
County Clerk & Recorder's Office

**Present Mailing Address:**

Emergency Management Agency  
Facilities Management Department  
Health Department

**Phone:** ( )

**Email Address (optional):**

**Department/Elected Office:** Health Department

**Position Desired:**

Facilities Management Department  
Health Department  
Highway Department

**Applicant's Name:**  
(Print)

Human Resources Department  
Information & Communication Technology/GIS Department  
Planning, Building & Zoning Department  
Public Defender's Office

**Present Mailing Address:**

Sheriff's Office  
State's Attorney's Office  
Treasurer's Office

**Phone:** ( )

**Email Address (optional):**



# Kendall County Agenda Briefing

**Committee:** Human Resources & Insurance Committee

**Meeting Date:** 2/6/23

**Amount:** N/A

**Budget:** N/A

**Issue:** Emergency Contact Form

**Background and Discussion:**

We have prepared an Emergency Contact Form for all County employees so that we have this information, if needed, during an emergency.

**Committee Action:**

Committee approved forwarding this item to the County Board on consent agenda for approval.

**Staff Recommendation:**

N/A

**Prepared by:** Leslie Johnson

**Department:** Human Resource Director

**Date:** 2/8/23

DATE COMPLETED: \_\_\_\_\_

## **EMPLOYEE EMERGENCY CONTACT INFORMATION**

### **EMPLOYEE NAME**

\_\_\_\_\_  
Last First Middle

\_\_\_\_\_  
Address City State Zip Code

( ) \_\_\_\_\_  
Home Phone # Cell Phone #

### **EMERGENCY CONTACT INFORMATION**

\_\_\_\_\_  
Primary Contact Name Relationship

\_\_\_\_\_  
Address City State Zip Code

( ) \_\_\_\_\_  
Telephone # Alternate Telephone #

\_\_\_\_\_  
Secondary Contact Name Relationship

\_\_\_\_\_  
Address City State Zip Code

( ) \_\_\_\_\_  
Telephone # Alternate Telephone #



# Kendall County Agenda Briefing

**Committee:** Human Resources & Insurance Committee

**Meeting Date:** 2/6/23

**Amount:** N/A

**Budget:** N/A

**Issue:** Vehicle Use Acknowledgment Form

**Background and Discussion:**

We prepared a Vehicle Use Acknowledgment Form to be completed by employees when their positions include driving as an essential function of their position.

**Committee Action:**

Committee approved forwarding this item to the County Board on consent agenda for approval.

**Staff Recommendation:**

N/A

**Prepared by:** Leslie Johnson

**Department:** Human Resource Director

**Date:** 2/8/23

**KENDALL COUNTY, ILLINOIS  
VEHICLE USE ACKNOWLEDGMENT**

Employee's Name: \_\_\_\_\_ Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

*Driving is an essential function of this employee's job:*      Yes ☐      No ☐

**SAFE DRIVING REQUIREMENT:** I must operate any vehicle I use on behalf of Kendall County, Illinois ("County") in a safe, responsible manner and in compliance with the law. I understand that I am subject to disciplinary action up to and including termination of employment for improper use of a vehicle and/or any other violation of County policies while operating a vehicle in the scope of my employment.

**PHYSICAL CONDITION:** I have no physical or mental condition that may impair my ability to drive. If my condition changes such that my ability to drive may be impaired, I will notify my supervisor immediately.

**MOTOR VEHICLE LICENSE:** I am currently licensed to drive a motor vehicle in Illinois. Both sides of my current driver's license are attached to this form. I will promptly notify my supervisor if my license is withheld by any police authority, suspended, revoked or expired. **I understand that driving is an essential function of my job. I must promptly report any changes in my ability to drive (e.g., moving violations, DUI's, suspensions, etc.) to my supervisor, or I may be subject to discipline (up to and including termination) if I do not do so.**

**INSURANCE COVERAGE REQUIREMENTS:** Pursuant to the County's Safe Driving Policy, employees required to use their own vehicle on County business must have auto insurance with at least the following coverage: \$25,000 for injury or death of one person in an accident; \$50,000 for injury or death of more than one person in an accident; and \$20,000 for damage to property of another person. Also, the defense and indemnity by the County will be, in all cases, secondary to the policy coverage mentioned above. I agree to maintain auto insurance with at least the coverage amounts set forth above for all personal vehicles that I use to drive while performing my duties for the County. I agree to promptly notify my immediate supervisor if I am unable to maintain auto insurance with at least the minimum coverage amounts set forth above. If I fail to do so, I may be subject to disciplinary action up to and including termination of employment.

**ACCIDENTS AND TRAFFIC CITATIONS WHILE OPERATING A COUNTY VEHICLE:** I shall report any accident involving a County vehicle in my care immediately to the local police. As soon as possible, I will notify my supervisor. I will complete all insurance forms promptly, accurately and completely. I will report any traffic citation or parking ticket I receive while using a County vehicle to my supervisor as soon as practical. I understand that I am personally responsible for any traffic or parking files that I may incur while driving on County business.

I am 18 years of age or older. I have read and fully understand the above Vehicle Use Acknowledgment form.

\_\_\_\_\_  
Print Driver's Full Name

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver's License Number

\_\_\_\_\_  
State

☐ *A copy of both sides of my driver's license is attached to this form.*





# Kendall County Agenda Briefing

**Committee:** Human Resources & Insurance Committee

**Meeting Date:** 2/6/23

**Amount:** N/A

**Budget:** N/A

**Issue:** Confidentiality Agreement

**Background and Discussion:**

We updated the existing Confidentiality Agreement to comply with recent changes in the law.

**Committee Action:**

Committee approved forwarding this item to the County Board on consent agenda for approval.

**Staff Recommendation:**

N/A

**Prepared by:** Leslie Johnson

**Department:** Human Resource Director

**Date:** 2/8/23

## **Confidentiality Agreement**

In consideration of my continued employment with Kendall County, Illinois ("the County"), the undersigned hereby agrees as follows:

During my employment with the County, I shall be exposed to confidential information. For purposes of this Confidentiality Agreement, "confidential information" includes, but is not limited to: information regarding and/or relating to the internal and external operations of the County; recordings, memoranda, correspondence, e-mails, and any other documents referring and/or relating to the work performed by the County; juvenile court information; vital records; military records; property records; confidential personnel information, medical and/or benefits information; individuals' names, home addresses, personal telephone numbers, driver's license numbers, dates of birth, social security numbers; and/or any other personal information that I obtain or have access to during my employment with the County. The term "confidential information" shall not include any information that may be disseminated pursuant to applicable state and federal law and/or any information that I must produce in response to a lawful subpoena and/or court order.

By signing this Confidentiality Agreement, I agree that, to the extent permitted by law, I shall not, at anytime during and after my employment, disclose any confidential information except as required to perform my job duties for the County. I understand that even unintentional disclosures or disclosures of confidential information may prove harmful to the person(s) involved and/or may violate applicable state or federal law. I agree that only general information about the operations within the County, such as a general description of the type of work performed by me, may be disclosed. In the event I am not certain whether I may disclose confidential information, I agree to obtain approval from my immediate supervisor before I disclose the confidential information. Upon my separation of employment, I understand that I shall return all confidential information in my possession that I obtained during my employment with the County.

I understand and agree that any breach of confidentiality will be grounds for immediate discipline up to and including my termination of employment pursuant to the terms of the current union contract (if any) and/or the Kendall County Employee Handbook. I also acknowledge that my execution of this Confidentiality Agreement in no way creates a contract and/or alters my employment at-will relationship with the County.

---

Printed Name of Employee

---

Date

---

Signature of Employee



# Kendall County Agenda Briefing

**Committee:** Human Resources & Insurance Committee

**Meeting Date:** 2/6/23

**Amount:** N/A

**Budget:** N/A

**Issue:** Kendall County Internship Program and Internship Application Form

**Background and Discussion:**

Many of the County's department heads and elected officials expressed interest in the development of an internship program at Kendall County. We have prepared an internship application form, which includes all of the County departments and elected offices that requested to be included in the internship program. All of the eligibility requirements and information about internship opportunities will be posted on the County's website after the County Board approves of the creation of this internship program and the internship application. The Kendall County Human Resources Department will also be reaching out with local schools, colleges, universities, and trade schools to market the County's internship program.

**Committee Action:**

Committee approved forwarding this item to the County Board for approval.

**Staff Recommendation:**

N/A

**Prepared by:** Leslie Johnson

**Department:** Human Resource Director

**Date:** 2/8/23

# Kendall County Internship *Program*



**Administrative Services**

**Circuit Clerk**

**County Clerk & Recorder**

**Emergency Management**

**Facilities Management**

**Health & Human Services**

**Human Resources**

**Information & Communication  
Technology/GIS**

**Planning, Building & Zoning**

**Public Defender**

**Sheriff's Office**

**State's Attorney**

**Treasurer**

## **Join us in making a difference in Kendall County!**

The Kendall County Internship Program provides qualified students and recent graduates with an opportunity to learn more about local government.

Kendall County has many internship opportunities available throughout the year. Qualified interns will work alongside Kendall County professionals on exciting projects benefitting our community while gaining hands-on experience. Some internships may be paid, but most internships are unpaid but eligible for course credit.

For more information about Kendall County's Internship Program, please visit:  
<http://www.kendallcountyil.gov/employment>

# Kendall County

## Application for Student Internship



Kendall County is an equal opportunity employer committed to complying with the American with Disabilities Act and the Illinois Human Rights Act. If you require a reasonable accommodation to complete this application, please contact our Human Resource Department at 630-381-9867 or email us at [HRDepartment@kendallcountyil.gov](mailto:HRDepartment@kendallcountyil.gov).

### BACKGROUND INFORMATION ABOUT THE APPLICANT

Last Name:	First Name:	Middle Name:	
Address:	City:	State:	Zip:
Phone:	Email:		

Are you 18 years of age or older?    ☐ Yes    ☐ No\*

*\* If you answered "no" to the above question, your parent or legal guardian must also sign this Application.*

**Please select all Departments/Offices that you are interested in working with:**

Administrative Services      Circuit Clerk      County Clerk & Recorder      Emergency Management  
 Facilities Management      Health & Human Services      Human Resources  
 Information & Communication Technology      Planning, Building & Zoning      Public Defender  
 Sheriff's Office      State's Attorney      Treasurer      Other (please specify): \_\_\_\_\_

**\*If you'd like to learn more about each Department/Office, please click the link below! \***

<https://www.kendallcountyil.gov/>

**Tell us what functions of County government you are most interested in learning about and why:**

**Where did you hear about the Kendall County Internship Program?**

**I am applying for the following type of internship:**

☐ High School      ☐ Undergraduate      ☐ Graduate      ☐ Other: \_\_\_\_\_

**Our internships are generally unpaid, but interns can receive course credit. We may have some paid internship opportunities available in some areas of our County. Please check the box for what opportunity you are looking for:**

☐ Paid Internship      ☐ Course Credit      ☐ No Preference

### INTERNSHIP AVAILABILITY

Date you would like to begin your internship: \_\_\_\_\_

Date you expect to complete your internship: \_\_\_\_\_

**Please list the days/hours you would be available to complete your internship on Monday through Friday between the hours of 8:00 a.m. to 4:30 p.m.**

	Start time:	End time:
<b>Monday</b>		
<b>Tuesday</b>		
<b>Wednesday</b>		
<b>Thursday</b>		
<b>Friday</b>		

### EDUCATION

School Attended	Years Completed (Circle)	Field or Major	Diploma/Degree	School Name
High School:	9 10 11 12			
College/University:	1 2 3 4			
Graduate School:	1 2 3 4			
Trade or Correspondence:				
Other:				

## OTHER

Briefly explain why you are interested in an internship with Kendall County:

### PHOTOGRAPH, FILM AND VOCAL RECORDING RELEASE

I hereby give consent for the County of Kendall, and their respective elected officials, employees, and agents (collectively referred to herein as "County") to photograph, film and/or record me during this Internship. I also give permission for the County to use any photographs and audio and video recordings of me while participating in this Internship for promotional or publicity purposes and agree that these photographs, audio and video recordings and my name may be displayed during local presentations or published in any brochures, mass media publications, local newspapers, websites, and social media. I hereby release the County from any expectation of privacy and confidentiality while I participate in this Internship.

☐ Yes

☐ No

Student's Signature: \_\_\_\_\_

Parent/Legal Guardian's Signature (if Student is under 18 years of age): \_\_\_\_\_

### ASSUMPTION OF RISK AND GENERAL RELEASE AND WAIVER AGREEMENT

I, \_\_\_\_\_ ("Student"), elect to participate in a student internship sponsored by the County of Kendall ("Internship"). As consideration for the Student's participation in this Internship, Student and their parent/legal guardian (if Student is under the age of 18) voluntarily execute this Assumption of Risk and General Release and Waiver Agreement ("Agreement") and hereby confirm:

**1. ACKNOWLEDGMENT, CONSENT, AND ASSUMPTION OF RISKS.** By signing below, I hereby affirm my understanding that Student's participation in the Internship may involve risks not found in the Student's daily life. These risks may include, without limitation, risks involved in travel and participation in Internship activities. By signing below, I acknowledge the Internship's activities can result in illnesses, injuries and even death. I have made my own investigation of these risks; understand these risks; and assume all of these risks knowingly and willingly. I consent to Student's participation in the Internship. I also consent to Student traveling to and/or from various locations in Kendall County, Illinois to participate in the Internship's activities.

**2. HEALTH INSURANCE; MEDICAL CARE; HEALTH AND SAFETY CONCERNS.** I hereby affirm that Student has valid and current medical insurance coverage, which is adequate to cover all injuries or illnesses that Student may sustain while traveling to and from the Internship and while participating in Internship activities. By signing

my name below, I agree that Student and Student's parent(s)/legal guardian(s) will be solely responsible for payment in full of all costs of medical and dental care Student receives for all injuries and/or illnesses that Student may sustain while traveling to, from and within the Internship locations and while performing Internship activities. By signing my name below, I hereby authorize the County of Kendall, its respective elected officials, employees, and agents (collectively referred to herein as "the County") to transport and obtain emergency medical care for Student in the event that Student needs it but Student is unable to obtain it for themselves. If Student experiences serious health problems; suffers an injury; or is otherwise in a situation that raises significant health and safety concerns during the Internship, the County may contact the person whose name is provided to the County as Student's "emergency contact".

**3. GENERAL WAIVER AND RELEASE.** Knowing the risks described above, I agree, on behalf of Student and Student's family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding Student's participation in the Internship. I understand and agree that Student and Student's parent(s)/legal guardian(s) are fully responsible for the consequences of Student's own actions and that the County assumes no responsibility whatsoever for Student's actions, inactions and/or any damages resulting, in whole or in part, from Student's actions or inactions. **By signing my name below, I agree that I shall be solely responsible for any damages, injury or harm the Student may cause while participating in the Internship.** To the maximum extent permitted by law, I hereby release, hold harmless and agree to indemnify and defend (with counsel of the County's own choosing) the County from and against any present or future claims, losses, liabilities, costs and expenses (including, but not limited to attorneys' fees, expert fees and court costs) for injury to person or property, or for any other damage, which Student may suffer, or for which Student may be liable to any other person, related to Student's participation in the Internship (including, but not limited to, periods in transit to or from Student's destination). The County's participation in their defense shall not remove my duty to indemnify, defend, and hold the County harmless, as set forth above. The County does not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) and any other state and federal immunity laws by reason of indemnification or insurance.

**4. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the County of Kendall and the Student. There are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the County and the Student and may not be modified except in writing acknowledged by both parties.

**5. CHOICE OF LAW AND VENUE.** This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois. If any provision is invalid for any reason, such invalidations shall not render invalid other provisions that can be given effect without the invalid provision. Venue for any legal proceedings between the parties shall be the Circuit Court of Kendall County, Illinois.



***By signing my name below, I hereby affirm that all information provided in my Internship Application is true and correct to the best of my knowledge; I have carefully read and freely sign this Agreement; and I agree to be bound by all of the terms and conditions set forth in this Agreement.***

Student's Name (printed): \_\_\_\_\_

Student's Signature: \_\_\_\_\_

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

***If Student is under 18 years of age, Student's parent/legal guardian must sign below.***

Parent/Legal Guardian's Name (printed): \_\_\_\_\_

Parent/Legal Guardian's Signature: \_\_\_\_\_

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

**PLEASE RETURN COMPLETED APPLICATION FORM AND RESUME TO:**

Kendall County Human Resources Department

111 W. Fox Street, Suite 215

Yorkville, IL 60560

[HRDepartment@kendallcountyil.gov](mailto:HRDepartment@kendallcountyil.gov)



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** February 9, 2023

**Amount:** \$0.00

**Budget:** Y

**Issue:**

Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois

**Background and Discussion:**

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires in February.

The United City of Yorkville is reviewing this proposal at their meetings in February.

To Staff's knowledge, other than updating the dates, neither party is proposing any changes to the agreement.

In 2022, the County conducted 10 inspections for Yorkville and Yorkville conducted 65 inspections for the County.

The proposed Intergovernmental Agreement is attached.

**Committee Action:**

Approval (3-0-2)

**Staff Recommendation:**

Approval

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

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

**Date:** February 10, 2023

**COUNTY OF KENDALL, ILLINOIS**  
**RESOLUTION 2023-\_\_**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN  
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,  
ILLINOIS**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract 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 United City of Yorkville 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**, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

**WHEREAS**, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

**NOW, THEREFORE, BE IT RESOLVED** that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

**BE IT FURTHER RESOLVED** that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 21<sup>st</sup> day of February, 2023.

Board Chairman Signature:

Attest:

---

Matt Kellogg, Chairman  
County Board

---

Debbie Gillette  
County Clerk

**Exhibit A**  
**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING**  
**INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS**  
**AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2023**

**THIS INTERGOVERNMENTAL AGREEMENT** (“*the Agreement*”) by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”) and the United City of Yorkville, Kendall County, Illinois (the “*City*”) a municipal corporation of the State of Illinois, is as follows:

**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**, the City and Kendall County 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**, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the “*Parties*”) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

**WHEREAS**, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

**WHEREAS**, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

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

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

*Section 2.*

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

*Section 3.* The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

*Section 4.* Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

*Section 5.* In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

*Section 6.* When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

*Section 7.* When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

*Section 8.* Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

*Section 9.* Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

*Section 10.* There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

*Section 11.* When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

*Section 12.* The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,



when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

*Section 13.* Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

*Section 14.* This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

*Section 15.* 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, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

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

*Section 16.* All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

*If to the County:*        Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street, Room 203  
Yorkville, Illinois 60560  
Fax: 630-553-4179

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois, 60560  
Fax: 630-553-4204

*If to the City:*        Community Development Director  
United City of Yorkville Building Safety and Zoning  
800 Game Farm Road  
Yorkville, Illinois 60560  
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

*Section 17.* 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.

*Section 18.* This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

*Section 19.* Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

*Section 20.* When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. 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 City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

*Section 21.* The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

*Section 22.* This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

*Section 23.* Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

*Section 24.* The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

*Section 25.* Kendall County and the City 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 date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government  
of the State of Illinois

United City of Yorkville, Kendall County,  
Illinois, a municipal corporation

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

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

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

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

*Attest:*

*Attest:*

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

\_\_\_\_\_  
Clerk



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** February 9, 2023

**Amount:** Not to Exceed \$125

**Budget:** Y

**Issue:** Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090

## Background and Discussion:

Kendall County is required by Illinois law to publish a noxious weed notice at least one (1) time per year in a newspaper of general circulation within the County. Kendall County's Noxious Weed Work Plan, adopted in October 2022, called for the publication of the notice within the first quarter of 2023.

Attached please find the notice that the County is required to publish.

## Committee Action:

PBZ Committee-Approval (3-0-2)

## Staff Recommendation:

Approval

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

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

**Date:** February 10, 2023

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN PURSUANT TO THE "ILLINOIS NOXIOUS WEED LAW" to the owners, occupants, agents and public officials in charge or control of any land in Kendall County that they are required to control or eradicate all NOXIOUS WEEDS growing upon land under their control prior to the blooming, maturing of seed or other propagating of such weeds.

- NOXIOUS WEEDS: a) Marihuana (*Cannabis sativa* L.);
- b) Giant Ragweed (*Ambrosia trifida* L.) within the corporate limits of cities, villages, and incorporated towns;
- c) Common Ragweed (*Ambrosia artemisiifolia* L.) within the corporate limits of cities, villages, and incorporated towns;
- d) Canada Thistle (*Cirsium arvense*);
- e) Perennial Sowthistle (*Sonchus arvensis*);
- f) Musk Thistle (*Carduus nutans*);
- g) Perennial members of the sorghum genus, including johnsongrass (*Sorghum halepense*), sorghum alnum, and other johnsongrass X sorghum crosses with rhizomes; and
- h) Kudzu (*Pueraria labata*).

NOTICE IS FURTHER GIVEN that if the persons responsible for the control of any lands in Kendall County fail to comply with the provisions of the Illinois Noxious Weed Law the Control Authority of Kendall County or the Department of Agriculture of the State of Illinois will take any necessary action to control or eradicate such weeds and the cost thereof will be assessed against the owner of the land involved. If unpaid for 6 months or longer, such assessment shall become a lien upon the property.

Date at Yorkville, Kendall County, Illinois, this  
21st day of February, 2023.  
Month Year

Signed: \_\_\_\_\_  
Matt Kellogg  
Kendall County Weed Control Authority





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning Committee

**Meeting Date:** February 9, 2023

**Amount:** \$2,500 for Annual NPDES Report

**Budget:** Yes - Planning, Building and Zoning Department Consultant's Line Item (11001902-63630)

**Issue:** Preparation of Annual NPDES Report

## Background and Discussion:

Kendall County is required to submit certain documents annually as required by its NPDES Permit. Attached please find the proposal from WBK for this work.

The cost is Two Thousand Five Dollars (\$2,500) which is an increase from Two Thousand Dollars (\$2,000) for the same scope of work which occurred in 2022.

Greg Chismark's reasons for the increase are also attached.

As of the date of this memo, the Illinois Environmental Protection Agency has not changed the June 1st due date for the Annual Report.

## Committee Action:

Approval (3-0-2)

## Staff Recommendation:

Approval

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

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

**Date:** February 10, 2023

## Matt Asselmeier

---

**From:** Greg Chismark <gchismark@wbkengineering.com>  
**Sent:** Friday, January 27, 2023 7:08 AM  
**To:** Matt Asselmeier  
**Cc:** Natalie Paver  
**Subject:** RE: [External]NPDES Annual Report proposal

Matt,

A few items to consider with respect to the increase:

- The fee has been \$2K for the last two years and this would be the third year without an increase; if we were to hold it.
- Our costs have changed significantly in the last three years. This includes labor, health insurance, computer and software licensing as well as any service we rely on for our business.
- Upon reviewing the prior contracts I find that we spend anywhere between 16-20 hours preparing the annual report. Some years we spent more but I would say 18 hours is an average. While we can use more junior staff, review and input from those of us who have completed the forms in the past is typically required and it results in more total hours and does not end up reducing our cost significantly.
- While the percentage is high on the original fee the change is \$500. We didn't think that was outrageous or unreasonable.

Let me know if you want to discuss.

Thanks,

Greg

**Greg Chismark, PE**  
President  
Direct: (630) 338-8527 | Main: (630) 443-7755  
[gchismark@wbkengineering.com](mailto:gchismark@wbkengineering.com)

WBK Engineering, LLC  
116 W. Main Street, Suite 201, St. Charles, IL 60174

*Part of Bodwé Professional Services*

**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Sent:** Thursday, January 26, 2023 3:41 PM  
**To:** Natalie Paver <npaver@wbkengineering.com>  
**Cc:** Greg Chismark <gchismark@wbkengineering.com>; Scott Koeppel <skoeppel@kendallcountyil.gov>; Seth Wormley <swormley@kendallcountyil.gov>  
**Subject:** RE: [External]NPDES Annual Report proposal

Natalie and Greg:

The price increase is 25% from last year's costs.

Could you provide additional details as to why the price increased? I probably will get asked that question at some point.

I will put the proposal on the February Planning, Building and Zoning Committee agenda. The earliest the County Board could approve the proposal is February 21<sup>st</sup>. Do you foresee any issues with this approval timeline?

2023.0015

opportunity number



## PROPOSAL

Submitted To: Kendall County

111 West Fox Street

Yorkville, IL 60560-1498

Submitted By: WBK Engineering, LLC

116 W. Main Street Suite 201

St. Charles, IL 60174

(630) 443-7755

Primary Contact: Matthew Asselmeier, AICP, CFM

Primary Contact: Natalie Paver

## PROJECT INFORMATION

Project Name: Kendall County NPDES Annual Report - 2022 Reporting Period

Address:

City / State / Zip

General Location: County-wide

## SCOPE OF SERVICES

☒ Cost (Not-to-Exceed)
 ☐ Lump Sum
 ☐ Time and Materials (T&M)

Task Name: NPDES Annual Report - 2022 Reporting Period

Deliverable: Annual Report prepared and submitted to IEPA on behalf of the County. Tasks include review of NOI for performance measures, discussions with County staff, collection of documentation and preparation of the annual report.

\$2,500.00

Task Budget

Budget for Reimbursable Expenses (Cost Plus 10%):

0

Total Amount Budgeted For All Services Rendered:

\$2,500.00

☐ Additional Tasks on Following Pages.

We propose to bill you monthly based on the attached Schedule of Charges (if applicable). We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

Natalie Paver

1/27/23

WBK Authorization By (Please Print):

Signature

Date

The Proposal, Schedule of Charges, and General Terms & Conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

Client Authorization By (Please Print):

Signature

Date

**WBK ENGINEERING, LLC**  
**2023 Standard Charges for Professional Services**

<u><b>Classification</b></u>	<u><b>Hourly Rate</b></u>
Principal	\$ 235
Engineer VI	\$ 200
Engineer V	\$ 180
Engineer IV	\$ 160
Engineer III	\$ 140
Engineer II	\$ 125
Engineer I	\$ 115
Urban Planner VI	\$ 215
Urban Planner V	\$ 185
Urban Planner IV	\$ 160
Urban Planner III	\$ 125
Urban Planner II	\$ 105
Environmental Resource Specialist V	\$ 152
Environmental Resource Specialist IV	\$ 130
Environmental Resource Specialist III	\$ 112
Environmental Resource Specialist II	\$ 100
Environmental Resource Specialist I	\$ 90
Technician V	\$ 170
Technician IV	\$ 140
Technician III	\$ 135
Technician II	\$ 105
Technician I	\$ 90
Intern	\$ 75
Administrative	\$ 85
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

*Charges include overhead and profit.*

*WBK Engineering, LLC reserves the right to increase these rates by 5% annually.*



**WBK ENGINEERING, LLC  
GENERAL TERMS AND CONDITIONS**

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.  
  
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.  
  
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.



9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.



22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



**COUNTY OF KENDALL, ILLINOIS**

**RESOLUTION 2023-\_\_**

**RESOLUTION GRANTING THE KENDALL COUNTY SHERIFF  
AUTHORITY TO ENTER INTO TOWING SERVICE AGREEMENTS WITH  
PRIVATE ENTITIES ON BEHALF OF KENDALL COUNTY, ILLINOIS**

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 with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, Kendall County, Illinois (“Kendall County”) wishes to enter into agreements with various towing companies to provide towing services at the request of Kendall County Sheriff’s Office (“Sheriff’s Office”), and in furtherance of the Sheriff’s Office’s duty to protect the citizens of Kendall County; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the Police Towing Specifications and Agreement, attached as exhibit 1, as well as the attached and incorporated attachments A through D, which, collectively, will serve as the standard agreement for towing services provided by private towing companies to Kendall County at the request of the Sheriff’s Office; and

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, the Kendall County Board understands the Sheriff’s Office is statutorily required to have and maintain a tow rotation list under 625 ILCS 5/4-203.5, and, in order allow the Sheriff’s Office to maintain this list, Kendall County would be required to frequently review and approve agreements with various applicant towing companies; and

WHEREAS, the Kendall County Board recognizes the Sheriff’s Office will have primary and regular interactions with the contracting towing companies, and the Kendall County Sheriff, as the elected official responsible for the operation of the Sheriff’s Office, is the county officer best situated to assess the towing needs of the County and determine if and when it is appropriate for the Sheriff’s Office to enter into towing services agreements with various private towing companies.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Sheriff the authority to enter into towing services agreements with private towing companies, without further action by the Kendall County Board, and the authority to bind the County, provided the agreement executed by the Kendall County Sheriff substantially complies with the Police Towing Specifications and Agreement, including all attached and incorporated documents, attached as exhibit 1, attached hereto, and the term of any such agreement does not exceed one (1) calendar year.

The authority herein granted to the Kendall County Sheriff will terminate two years after the date of adoption (“Termination Date”), unless this Resolution, and the authority granted herein is extended for an additional two years, by a majority vote of the County Board. The County Board may revoke this 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 \_\_\_\_\_, 2023.

Board Chairman Signature:

Attest:

\_\_\_\_\_  
Matthew Kellogg, Chairman  
County Board

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



# 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/sheriff



Exhibit A

## **POLICE TOWING SPECIFICATIONS AND AGREEMENT**

**EFFECTIVE:** \_\_\_\_\_ **through** \_\_\_\_\_

**DATED:** \_\_\_\_\_

### **I. GENERAL**

These specifications shall comprise the Agreement (“Agreement”) for official towing services of the Kendall County Sheriff’s Office (“KCSO”). Official towing services shall refer to any of the circumstances listed in section V, Scope of Services, below. This Agreement is effective on the date executed (“Effective Date”) and is entered by \_\_\_\_\_, with its principle place of business located at \_\_\_\_\_ (“Contractor”), and Kendall County, Illinois, located at 111 W. Fox Street, Yorkville, Illinois 60560 and the KCSO, located at 1102 Cornell Lane, Yorkville, Illinois 60560, (collectively referred to as “County”).

### **II. INCORPORATION**

The following Documents are attached and incorporated as if fully set forth herein: The Vehicle Towing Policy (attachment A), the Tow Application-Business Information (“Application”) (attachment B), the Towing and Storage Services Fees listings for 2023 and 2024 (attachment C), and Geographical Area Map (attachment D). If a conflict arises among these documents, the Agreement governs, followed by the Vehicle Towing Policy.

### **III. LENGTH OF AGREEMENT**

This Agreement shall be in effect beginning \_\_\_\_\_ and remain in effect until \_\_\_\_\_. Either party may cancel this Agreement at any time upon thirty (30) days advance, written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

#### **IV. NOTICE.**

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, email, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County:      Kendall County Sheriff's Office,  
   Attention: Sheriff Dwight Baird,  
   Kendall County Public Safety Center,  
   1102 Cornell Lane,  
   Yorkville, Illinois, 60560,  
   fax (630) 553-4379,

With copy sent to:              Kendall County State's Attorney,  
   807 John Street,  
   Yorkville, Illinois, 60560,  
   fax (630) 553-4204.

Notice to Contractor:        \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

Fax/email: \_\_\_\_\_

#### **V. SCOPE OR SERVICE**

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the KCSO in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a County emergency or special event.
- I. Other tows or towing-related services as may be requested by the KCSO.

- J. Street sweeps and debris clean up at traffic collision scenes.

KCSO directed towing is performed solely as a public service and County assumes no responsibility for any charges which may be incurred.

## **VI. CALLS FOR SERVICE**

- A. *Rotating List:* All Contractors selected and designated to provide towing services shall be listed on a roster kept by the KCSO. There will be a rotating list for five geographical areas throughout Kendall County from which these services will be provided; A list for normal type tows, a list for flat beds, and a list for medium type trucks with a gross vehicle weight rating (GVWR) not to exceed 16000 pounds. This list can also provide emergency semi-tractor/trailer service.

The County may enter into Agreements with up to three companies in each geographical area.

- B. *Service on Request:* Services per this Agreement are to be rendered only upon request of KCSO. Contractor upon notification by KCSO immediately shall send a tow truck(s) to the designated location. At the direction of the Sheriff's deputies, auxiliary deputies, or other member of the Sheriff's Office, at the scene, the Contractor shall remove the vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen requesting the tow.
- C. *KCSO Orders:* Operators of towing vehicles shall obey all lawful orders of KCSO employees and shall render assistance when it has been determined that illegally parked vehicles or other hazardous or nuisance vehicles must be removed from public or private property.
- D. *Timing of Request:* Sheriff's deputies, auxiliary deputies, or other members of the Sheriff's Office when summoning the towing Contractor to remove an abandoned vehicle on private property when the vehicle is not a hazard and the owner of the private property is not present and requesting a tow, will make an attempt to have the vehicle towed during the Contractor's normal business hours. Under such circumstances, KCSO employees will attempt to have the vehicle towed during favorable weather conditions, avoiding rainstorms, snowstorms, etc.
- E. *Priority:* Contractor shall consider calls from the KCSO as having first priority over requests for towing services from other parties. Contractor will furnish the KCSO with the names of all other agencies with which Contractor has a towing contract or agreement with when this Agreement becomes effective; and shall notify the KCSO when any other contracts or agreements are entered into by the Contractor during the term of this Agreement.

**VII. CONTRACTOR RESPONSIBILITY FOR PROPERTY & INDEMNIFICATION**

Contractor expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof. Contractor shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. The County's participation in its defense shall not remove Contractors duty to indemnify, defend, and hold the County harmless, as set forth above.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this Agreement.

**VIII. HOURS OF SERVICE**

Contractor will maintain an open facility with equipment and labor force adequate to supply demand on a full twenty-four (24) hour per day basis every day of the year. Contractor, at a minimum, shall maintain office hours and/or a call center contact available to citizens to make inquiries and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 12:00 p.m.
Sunday	By appointment and contractor policies.

Contractor will have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement, and to allow the release of a vehicle under emergency circumstances (release fee will apply, unless Contractor is notified otherwise by KCSO). The storage facility will be the central contact point for both police personnel and citizens and must be open during the identified business hours.

**IX. WRECKER AND TOWING EQUIPMENT**

The Contractor will have in operation at all times at a minimum one (1) light wrecker with an 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with an 8,000 pound power winch, crane, and boom. Each wrecker is required to carry the full

complement of service items and insurance as outlined in the Illinois Vehicle Code, 625 ILCS 5/4-203.5. In addition, the wrecker tow trucks will be equipped with all safety devices and lights to meet all Illinois Vehicle Code regulations.

Contractors which provide heavy duty wrecker and recovery services shall have a wrecker with a minimum 33,000 pound GVWR commercially manufactured hydraulic wrecker and chassis equipped with air brakes and an air transfer system capable of controlling the brakes of a towed vehicle; an axle lift with a lifting capacity of at least 25,000 pounds and an 80,000-pound towing capacity. The wrecker should be equipped with a crane/boom which has a 40,000-pound minimum winch and 40,000-pound boom capacity.

#### **X. REMOVAL AND CLEAN UP OF DEBRIS**

After any traffic collision for which Contractor has been requested to respond; the Contractor shall cover any oil, antifreeze, grease deposits, etc. as necessary and shall, in compliance with the Illinois Vehicle Code, 625 ILCS 5/11-1413(c), remove any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway.

Additional equipment heavy duty contractors should have or have the ability to subcontract include an air cushion recovery system, a power unit semi-tractor with a fifth wheel, a lowboy or landall type hauling trailer with a minimum capacity of 40,000 pounds, a relief truck and/or trailer capable of transferring loads off of damaged trucks, fork lifts and/ or pallet jacks, appropriate equipment to off load fuel from damaged fuel tanks, appropriate clean up equipment to remove and clean up an spilled or dumped load.

#### **XI. POLICE VEHICLE TOWS/STORAGE**

- A. *KCSO Tow*: Contractor will provide towing services to the KCSO at no charge to the County. These tows may consist of squad vehicle tows, vehicles towed for evidentiary purposes, or vehicles seized and impounded. In addition, the Contractor **will not charge** County for vehicles stored as a result of any of the above types of towing situations. Contractor will however remain at the top of the tow rotation and be granted the next tow.
- B. *Evidentiary Tow*: When a tow is requested by KCSO for evidentiary purposes and the vehicle must be taken to a location chosen by KCSO for investigation by the police before towing to the storage site, the vehicle owner, or other responsible party, shall be required to pay the full amount for only the initial tow. For any additional tows required, the vehicle owner, or other responsible party, may be billed ½ the amount of a base tow. In instances such as the recovery of a stolen vehicle requiring evidence work where there is doubt as to whether a vehicle owner should be billed, Contractor will check with the Sheriff or his designee to ascertain if a bill should be sent to the vehicle owner or County.
- C. *Hold Status*: KCSO employees may place a hold on vehicles pursuant to their investigation. The hold status will be marked on the KCSO Tow Sheet by the KCSO employee, or by the

Contractor, if a KCSO employee directs this action.

Within the first 10 ten calendar days of every month, Contractor shall provide to the Sheriff or his designee a listing of vehicles which are on a “hold” status by KCSO. When a vehicle is released from “hold” status the Contractor shall immediately notify the owner of the vehicle that the hold on the vehicle has been released

*Hold Status Storage Fees:* Any vehicle which is on “hold” status as indicated on the Sheriff’s Office Tow Sheet for a vehicle seizure, evidence, or any other non-traffic criminal offense, will not have storage fees charged to its owner until 24 hours after its release from “hold” status.

Owners or responsible parties of a vehicle which has been placed on a “hold” status are responsible for all storage charges, which begin to accrue 24 hours after a vehicle has been released from its hold status by KCSO.

- D. *Special Handling:* Vehicles impounded and placed on hold or as evidence or requiring special handling, such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by anyone, unless authorized by the Sheriff or his designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. The towing company shall not allow anyone to photograph, examine, or remove articles from such an impounded vehicle without the express permission of the Sheriff or his designee, or as required by order of the court. Vehicles impounded by KCSO will be held by Contractor a maximum of thirty (30) days. Thereafter, KCSO will arrange for any vehicle remaining on a “hold” status to be moved to a different location provided Contractor has notified the Sheriff or designee 7 days prior to the end of the thirty day period from the date of the tow.
- E. *Vehicle Service/Repair:* No service or repair of any kind shall be performed on any vehicle impounded at the request of the KCSO. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released by the Sheriff or designee, while in a hold status.
- F. *Property as Security:* Property which is not a component part of a vehicle such as a briefcase, purse, etc. carried on or within a vehicle ordered towed or stored by the KCSO shall not be seized or held as security for services performed as outlined in 625 ILCS 5/4-203.5. Such property shall be released to the owner, or to another person as listed in 625 ILCS 5/4-203.5 with proof of the owner’s authorization to take the property, and upon proof of identity and ownership. Additionally, any personal property belonging to a person other than the vehicle owner may be returned if that person provides adequate proof that the personal property belongs to that person. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the vehicle title to Contractor. No personal property shall be released to the owner or designee of a vehicle that has been impounded as evidence while the vehicle remains on a “hold” status.



- G. *Towing Error*: In case of an error by the KCSO in towing a vehicle or when other extenuating circumstances exist, Contractor will cancel all charges to the vehicle owner at the request of the KCSO.
- H. *Unclaimed Vehicles*: Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified therein. Contractor shall provide KCSO with an inventory and status report of all police-related, towed vehicles still in the custody of Contractor at the end of each month, on or before the tenth calendar day of the following month, to include those on hold status.

## **XII. OTHER CONTRACT PROVISIONS**

- A. *Charges*: Except for the charges identified in Attachment C, no other charges will be billed to any party for vehicles towed under this Agreement.
- B. *Employee Legal Compliance*: The existence of this Agreement between County and Contractor does not exempt Contractors' employees from any state, county, or municipal law or ordinances.
- C. *Prompt Response Time*: Monday through Friday during normal business hours, Contractor will arrive at the scene of a requested tow(s) with the proper equipment within thirty (30) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor will arrive at the scene of a tow within forty-five (45) minutes after notification to the Contractor has been made. The Contractor shall provide his personnel with all necessary communications to maintain the required response time. Heavy duty tow contractors may have the response times waived as a result of the greater response distance and equipment needs of a heavy duty tow. Generally, a response time of one (1) hour Monday through Friday during normal business hours and one and one half (1.5) hours on weekends and after normal working hours shall be reasonable.
- D. *Secure Storage Lot*: Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. Security lighting sufficient to illuminate the storage lot shall be in operation during all hours of darkness. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located.
- E. *Indoor Storage*: Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access.
- F. *Experience*: Contractor shall have experience as a towing agency with this or any other law enforcement agency. Upon submitting its application, Contractor will immediately provide the KCSO with the names of any law enforcement agencies they are providing towing services for and the names of a contact at those agencies. Contractor shall specify the time period(s) they have provided services for these law enforcement agencies.

G. *Truck Operators, Employee Competency, and Background Checks:* Contractor will comply with the requirements listed in 625 ILCS 5/4-203.5 and upon submitting its application, Contractor shall provide the KCSO with the following information for each tow truck operator employed on the date when the Agreement is effective, as specified in 625 ILCS 5/4-203.5:

1. Name (Including middle initial)
2. Home Address
3. Sex & Race
4. Date of Birth
5. Driver's license number, state and classification
6. Evidence of Traffic Incident Management (TIMS) training

Contractor shall immediately provide KCSO with the above-identified information of any operator hired during the term of the Agreement. No tow truck operator is allowed to perform KCSO directed services until he/she has been approved by the KCSO.

In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, to the extent permitted by law, Contractor agrees that the individual shall not be assigned to perform work under this Agreement absent prior written consent from the Sheriff. Further, pursuant to 625 ILCS 5/4-203.5(b)(2), no one may "own a towing service or operate a vehicle on behalf of a towing service included on a tow rotation list if that person has been convicted during the 5 years preceding the application of a criminal offense involving" bodily injury, theft of property, sexual assault, or the attempt of any of these offenses.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous, and sober employees with high integrity will be employed to perform any services required by this Agreement.

H. *Pricing Notices and Payment Methods:* Contractor shall equip its tow truck operators with written notices containing their fee structure and all acceptable methods of payment which at the time of the tow or service, will be provided to the owner or driver of the vehicle. Acceptable methods of payment are defined as cash, major credit card (Visa and Master Card will be accepted at a minimum), or personal check, with the approval of Contractor. A sign disclosing the fee structure for services requested by the KCSO and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of the Contractor, shall be provided by Contractor to the Sheriff or designee within (3) business days after the Agreement is signed by both County and Contractor. Contractor will ensure its drivers have the ability to complete a credit card transaction at the scene of a service request.

I. *Tow Logs/Records:* The Contractor shall maintain a separate tow log or other acceptable record keeping system for the KCSO that will include the following information:

1. Time, date, location of tow (from & to), hold information, if applicable, officer authorizing the tow, and police report or incident number.
2. Make, model, vehicle registration, and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges, and vehicle repair charges if any.
4. Signed release form completed by the person claiming a vehicle.
5. Customer complaint forms approved by the Sheriff or his designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items, or other related problems. Completed forms shall be forwarded to the Sheriff or his designee as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All KCSO related records will be open at any time for inspection by the Sheriff or his designee. Within the first ten (10) calendar days of every month, Contractor will provide to the Sheriff or his designee copies of every invoice paid by any party from the previous month as a result of Contractor providing services at the request of KCSO.

- J. *Notification:* Contractor is responsible for notifying the owner and/or insurance agent when a vehicle has been towed to the storage lot of Contractor because of a traffic collision. If after thirty (30) calendar days Contractor has been unable to notify the owner and/or insurance agent, Contractor will notify the KCSO to begin proceedings to process the vehicle as an unclaimed/abandoned automobile.

*Crime Reports:* Contractor immediately shall report to KCSO any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by KCSO. Contractor will also file an incident report with the jurisdictional Police agency. The report to KCSO must include, 1) a description of items stolen or damage incurred; 2) a complete description of the car including make, model, year, license plate number, VIN and owners information; 3) the KCSO original report and incident numbers under which the tow was authorized; and, 4) the name of the police agency and the report number for the theft, vandalism, or attempt of the same.

- K. *Notice of Changes:* Contractor shall immediately notify the KCSO of any operational changes, including but not limited to, new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify KCSO may result in Contractors' suspension from providing services until inspections ensuring compliance with required specifications are conducted.

- L. *Heavy Wrecker Sub-Contractor:* If Contractor has an agreement with another named towing agency to provide heavy wrecker towing related services to the KCSO, the agreement must be attached hereto and must include a provision requiring that agency to

comply with the terms and conditions of the Agreement as if it was a party hereto. Contractor shall ensure, at all times the towing agency is providing services under this Agreement, all towing equipment belonging to the other agency bears the name, telephone number and town of Contractor. This may be done by the use of magnetic signs which shall be displayed while services to the KCSO are being provided. Failure of another towing agency to display such signs may result in the Kendall County Sheriff's Office prohibiting the continued use of the other agency's services.

- M. *Incident Documentation:* Contractor will ensure its employees obtain either a traffic collision number, incident report number, or CAD incident number from any Deputy at any scene requiring its services, and include it on its invoice. Contractor further will ensure its employees pick-up at the Sheriff's Office the Contractor's copies of Tow Sheets, if not previously provided within the first 10 ten calendar days of every month.
- N. *Vehicle Disposal Requests:* Contractor will ensure the KCSO Tow Sheet is attached or the correct report number is included in the packet before submitting it to KCSO requesting the junking or auctioning of a vehicle.
- O. Contractors shall be eligible for Storage Fees beginning on the 25<sup>th</sup> hour after a vehicle is towed to its storage facility, unless a hold is placed on the vehicle, but not before then.
- P. *Conduct Violations:* Contractor will be removed from the KCSO Tow Service List, and will not be called for services, for reasons including, but not be limited to, the following:
  - 1. Repeated and continual failure to comply with administrative and legal requirements.
  - 2. Bona fide complaints of excessive charges.
  - 3. Repeated and continual failure to respond promptly when called for service.
  - 4. Criminal involvement in stolen vehicles, parts, etc., by the towing firm.
  - 5. Repeated, bona fide complaints from the public or County.
  - 6. The giving of gratuities, which may influence this Agreement.
  - 7. Inept performance.
  - 8. Unauthorized release of a vehicle which is on "hold" status.

The County may terminate the Agreement immediately for any of the reasons identified in this section. No additional payments, penalties, and/or early termination charges shall be required upon termination of the Agreement.

### **XIII. WARRANTIES**

All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and

equipment suppliers' specifications, and all equipment shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.

#### **XIV. ASSIGNMENT**

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

#### **XV. FORCE MAJEURE**

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

#### **XVI. CONTRACTORS LIABILITY INSURANCE**

Contractor shall maintain for the duration of this Agreement, liability insurance which meets the requirements established by 625 ILCS 5/12-606 and 625 ILCS 5/4-203.5(b)(4) of the Illinois Vehicle Code. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A: VII. In addition to complying with the statutory requirements, each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to County at the address set forth herein. Further, all coverage shall be at least as broad as the following:

- A. *Commercial General Liability ("CGL")*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
- B. *Umbrella/Excess Liability*: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
- C. *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- D. *Workers' Compensation Insurance:* Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- E. *Garage Keeper's Liability Insurance:* Covering thefts from or damage done to vehicles while in storage with a combined single limit per occurrence shall not be less than \$500,000. This insurance must clearly indicate all storage facilities utilized for police-directed tows are covered.
- F. *Broader Coverage.* If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- G. *Additional Insured Status:* County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- H. *Primary Coverage:* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by County, its past present or future officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- I. *Waiver of Subrogation:* Contractor hereby grants to County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
- J. *Claims Made Policies:* If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the [COMPANY] must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- K. *Verification of Coverage:* Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable

policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. The Contractor shall have the affirmative duty of providing continued proof(s) of insurance to County if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance will result in the suspension of the use of the Contractor's services until verification of insurance is provided. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- L. *Subcontractors*: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- M. *Special Risks or Circumstances*: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **XVII. REMEDIES**

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

## **XVIII. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

## **XIX. NON-DISCRIMINATION**

Contractor, its officers, employees, subcontractors, and agents agree not to commit

unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Contractor, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

## **XX. CONFLICT OF INTEREST**

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

## **XXI. CHOICE OF LAW AND VENUE**

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

## **XXII. CERTIFICATION**

Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

## **XXIII. COMPLIANCE WITH STATE AND FEDERAL LAWS**

Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.



#### **XXIV. AUTHORITY TO EXECUTE AGREEMENT**

The County and Contractor 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.

#### **XXV. WAIVER.**

Kendall County and/or the Company's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

#### **XXVI. ETHICAL CONSIDERATIONS**

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors such as, but not limited to: response times, condition of equipment, cooperation with County, and the ability to adhere to the Agreement with the County. Any company performing County directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. In addition to the section concerning "Conduct Violations" any breach of confidence could be cause for immediate termination of this Agreement.

#### **XXVII. CONTRACTOR TOW ROTATION**

All Firms selected and designated to provide towing services shall be listed on a roster to be kept by the Sheriff's Office. There will be a rotating list for five geographical areas throughout Kendall County from which these services will be provided; A list for normal type tows, a list for flat beds, and a list for medium type trucks with a gross vehicle weight rating (GVWR) not to exceed 16000 pounds. This list can also provide emergency semi-tractor/trailer service,

The county of Kendall will generally only enter into agreements with up to three companies in each geographical area, unless calls for service outweigh Contractor capabilities.

#### **XXVIII. 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.

#### **XXIX. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

This Agreement will go into effect once it and all the attachments are returned to the Sheriff and it has been signed by all parties.

In witness thereof, the said parties have executed and signed this Agreement on \_\_\_\_\_.

Kendall County Sheriff on behalf of Kendall  
County Illinois, and the Kendall County  
Sheriff's Office,

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_  
Dwight Baird

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# 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/sheriff](http://www.kendallcountyil.gov/sheriff)



## TOW APPLICATION-BUSINESS INFORMATION Exhibit-B

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

Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Owner Phone #: \_\_\_\_\_

Emergency Dispatch Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

---

Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Owner Phone #: \_\_\_\_\_

Emergency Dispatch Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Owner Phone #: \_\_\_\_\_

Emergency Dispatch Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

---

This business is a: \_\_\_\_\_ Individual Proprietorship

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

If applicable, give names, addresses and dates of birth of all partners, officers or directors, to include corporate title held as well as percentage of shares held by each.

Full Name	Sex & Race	Address	Date of Birth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has the applicant, business, or member of the business ever had a wrecker or towing business license or contract revoked, suspended or cancelled? \_\_\_\_\_ Yes \_\_\_\_\_ No.

If yes, explain in full detail on a separate sheet of paper.

**STORAGE FACILITY OR FACILITIES**

**Outside Storage**

Location: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

Total Number of Storage Spaces: \_\_\_\_\_

**Inside Storage**

Location: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

Total Number of Storage Spaces: \_\_\_\_\_

Type of Security (i.e. inside storage, fence, cameras, dogs, etc):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tow Truck/s**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_ State: \_\_\_\_\_ GVW: \_\_\_\_\_

Vehicle VIN # \_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

---

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_ State: \_\_\_\_\_ GVW: \_\_\_\_\_

Vehicle VIN # \_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

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Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_ State: \_\_\_\_\_ GVW: \_\_\_\_\_

Vehicle VIN # \_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

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Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_ State: \_\_\_\_\_ GVW: \_\_\_\_\_

Vehicle VIN # \_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

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USE ADDITIONAL SHEETS IF NEEDED

**Tow Truck Driver/s**

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

Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State and Classification: \_\_\_\_\_

---

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

Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State and Classification: \_\_\_\_\_

---

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

Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State and Classification: \_\_\_\_\_

---

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

Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State and Classification: \_\_\_\_\_

---

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

Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State and Classification: \_\_\_\_\_

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USE ADDITIONAL SHEETS IF NEEDED

Insurance carrier name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Policy #: \_\_\_\_\_ Effective date: \_\_\_\_\_ Through Date: \_\_\_\_\_

Proof of vehicle insurance and price list is to be provided with application

### Questionnaire:

How long has the above business been located at this address. \_\_\_\_\_?

Affiliations with motor clubs: Yes: \_\_\_\_\_ No: \_\_\_\_\_ List affiliation: \_\_\_\_\_

Provide emergency road services: Yes: \_\_\_\_\_ No: \_\_\_\_\_ (if yes circle: Tire Repair / Hose/ Belt Repair)

Payment type accepted: Credit Cards: Yes \_\_\_\_\_ No \_\_\_\_\_ Checks: Yes \_\_\_\_\_ No \_\_\_\_\_

Use cell Phones or Two Way Radios Yes: \_\_\_\_\_ No: \_\_\_\_\_ Cell #: \_\_\_\_\_

Equipment: (i.e. Cars only, Heavy Duty and Semi truck with maximum weight, etc)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Business hours for vehicle owners to claim vehicles: \_\_\_\_\_

What areas can you provide required towing services (see map): 1 2 3 4 5

Knowingly providing false information on this application will cause such application to be void. The signature will allow members of the Kendall County Sheriff's Office to conduct an investigation to certify that all information provided is correct. The Sheriff or his designee had the right to cancel any company for unsuitable performance. Also by signing this you are agreeing each owner and person operating a vehicle on behalf of the towing service has provided their fingerprints to the Department of the State Police. Furthermore each person operating a vehicle has completed a Traffic Management Training Program approved by the Department of Transportation.

All In accordance with 625 ILCS 5/4-203.5

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



# 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/sheriff



## TWO YEAR FEES FOR SERVICES RENDERED- Exhibit - C (Year 2023/2024)

### Towing and Storage Services

A. All types of vehicle tows- Charges to vehicle owner	Pounds by Registration (GVWR)	
	Up to 12,000	12,000-40,000
<u>Base tow-arrest, motorist assist</u>	<u>\$160.00</u>	<u>\$180.00</u>
<u>Crash tow</u>	<u>\$175.00</u>	<u>\$200.00</u>
<u>Winching charge (per half hour)</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>Roll Over/Upright Services (per occurrence)</u>	<u>\$50.00</u>	<u>\$125.00</u>
<u>Per bag or partial bag of oil dry used (charge noted will be equally billed to all parties. Example: \$20.00 charge for 1 bag of oil dry at 2 vehicle collision, each party billed \$10.00)</u>	<u>\$20.00</u>	<u>\$20.00</u>
<u>Per day per vehicle for outside storage**</u>	<u>\$30.00</u>	<u>\$30.00</u>
<u>Per day per vehicle for inside storages**</u>	<u>\$40.00</u>	<u>\$40.00</u>
<u>Per mile if not towed to contractor's place of business or is within a 10-mile radius of the sites being towed from</u>	<u>\$3.00</u>	<u>\$3.00</u>
<u>Any towed vehicle that requires an additional person</u>	<u>\$75.00</u>	<u>\$75.00</u>
<u>Abnormal clean-up, spilled cargo (per half hour)</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>Stand-By-per 30 minutes-(after the first 30 minutes on scene)</u>	<u>\$30.00</u>	<u>\$30.00</u>
<u>*Over 40,000 pounds refer to Towing operator's established rate</u>		

### B. Emergency road service (jump start, tire change, etc.) no tow involved:

Per service call \$80.00

### C. After hours vehicle release

Per release \$50.00

\*\*Storage fees are per day or portion thereof **after** the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges will be charged to the Kendall County Sheriff's Office for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges will be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, the contractor agrees such costs will be absorbed by the contractor and will not be charged to the County of Kendall.

Major Credit Cards need to be accepted. Towing agencies are called for service on a rotating basis as needed by the Kendall County Sheriff's Office. Rates apply seven days a week, 24 hours a day, holidays included.



KCSO

Tow

Areas

KENDALL COUNTY

- 2023 -

www.kendallcountyil.gov

Townships

LITTLE ROCK	BRISTOL	OSWEGO
FOX	KENDALL	NA-AU-SAY
BIG GROVE	LISBON	SEWARD

1 inch = 1 mile

0 1 2 3 4

Miles

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



Hydrology layers © OpenStreetMap contributors

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



# CFY2023 PROBATION AND COURT SERVICES ANNUAL PLAN

## 23<sup>RD</sup> JUDICIAL CIRCUIT COURT

### KENDALL COUNTY

AP1. Annual Plan Reporting Year (e.g. XXXX format)  
2023

AP2. Director/CMO First Name  
Alice

AP3. Director/CMO Last Name  
Elliott

AP4. Department/County  
• Kendall

AP5. Circuit  
• 23

AP6. Director/CMO Work Email  
aelliott@kendallcountyil.gov

AP7. Director/CMO Phone Number  
630-553-4209

AP8. Consider the following and select "yes" or "no" for each: Have documents changed since last year? Is the department making a request?

Please ensure that all documents which need to be submitted for review are uploaded to the applicable Secure Drive folder.

<i>Salary Shortfall</i>	Yes
<i>New/Revised Compact Fee Administrative Order</i>	No
<i>New/Revised Compensation Plan</i>	Yes
<i>Variance to the Compensation Plan</i>	No
<i>Salary Increase</i>	Yes
<i>Range Adjustments</i>	Yes
<i>Performance Management Quality Assurance Plan</i>	No
<i>Performance Appraisal</i>	No
<i>Organizational Structure</i>	Yes
<i>Reorganization Request</i>	Yes
<i>New/Updated Policies &amp; Procedures</i>	Yes
<i>New/Updated Interstate Compact Policies &amp; Procedures</i>	Yes
<i>Justice Stakeholder List</i>	Yes
<i>Justice Stakeholder Meeting Involvement</i>	Yes
<i>Quality Assurance Process Policy and Procedure</i>	Yes

The Probation and Court Services Annual Probation Plan, as referenced in the Illinois statutes [730 ILCS 110/15(6)], requires probation and court services departments "have on file with the Supreme Court an annual probation plan for continuing, improved, and new Probation and Court Services Programs approved by the Supreme Court or its designee. This plan shall indicate the manner in which Probation and Court Services will be delivered and improved, consistent with the minimum standards and regulations for Probation and Court Services, as established by the Supreme Court... The annual probation plan shall seek to generally improve the quality of probation services and to reduce the commitment of adult and juvenile offenders to the Department of Corrections..."

The purpose of the Probation and Court Services Annual Probation Plan is to provide a road map for ongoing organizational development for probation and court services departments across the state. The AOIC believes better planning leads to better outcomes as evidenced by the development of the Judicial Branch Operational Strategic Plan and the AOIC Probation Services Division Strategic Plan. Traditionally, strategic planning has four or more elements built upon a mission/vision statement and a department's core values to drive long-term goals. In that spirit, the Organizational Development section of the Probation and Court Services Annual Plan will focus on elements of a strategic plan.

#### Organizational Plan

**AP11. Please enter the goals as shown in the previous annual plan cycle on the Organizational Plan Worksheet.**

<b>Goal 1</b> <i>KCCS will implement the new Data Sets as established by AOIC for Problem Solving Courts as well as Probation.</i>	In Progress
<b>Goal 2</b> <i>KCCS Casework officers will implement all aspects of the casework standards in accordance with established timeframes in over 90% of case with fidelity.</i>	In Progress
<b>Goal 3</b> <i>Kendall County Juvenile Justice Continuum of Intervention to reduce detention days</i>	Not Addressed
<b>Goal 4</b> <i>Training Orientation and Plans</i>	In Progress

**AP12. In the previous question, it was indicated that one or more goals for the previous plan year were not completed. Please explain what work is needed to complete unfinished goal(s) or why it was discontinued.**

Goal #1- The delay in obtaining clear definitions regarding data elements from AOIC to our provider, delayed our software provider in being able to provide the update needed to record the data. This is slated to be completed by the end of January and ready for installation. All other objectives (intake packets, repurposing tablets, etc.) will all continue as planned once the updated software is released.

Goal #2- While all of the objectives have been accomplished, we have not yet achieved the 90% with fidelity usage goal. Quality Assurance surrounding use of the tools with fidelity will be the focus of this year.

Goal #3- While the goal was to develop this committee during this year, it did not happen. There were some major changes with key stakeholders and a decision was made to hold off until all parties were settled in their roles. This goal will continue for next year.

Goal # 4- Orientation and Training- Orientation/on boarding training plans have been developed for the positions added this year based on need. It worked very well and staff appeared to be more confident and capable to take on new cases sooner. Not all positions have an established orientation/onboarding plan. Existing staff do not have training plans in place to ensure they will achieve their training objectives for the year. This goal will continue as we see the benefit and have made progress.

A key part of the Probation and Court Services Annual Plan is the development of goals and objectives for the coming year with regard to the implementation of Probation Casework, Operational, and Hiring, Compensation and Promotion Standards. The following questions will build your plan for the coming year.

**AP14. What area of the Statute, Standard, or program development is addressed with your first goal?**

- Probation Casework Standard
- Other:  
Training

**AP15. Please provide the first goal for the coming fiscal year.**

Probation Casework Standard- Timeframes- KCCS probation officers will complete the intake process (Orientation, Assessment, Feedback) within the established timeframes per AOIC Casework Standards ( 50%-60 days, 75%-75 days, 100%-90 [excluding extenuating circumstances]).

**AP16. Please list the objectives, or steps, responsible parties, and goal dates for each objective that will lead to the attainment of this goal.**

	Responsible Parties	Goal Date
<b>Objective 1</b> <i>Managers will review the timeframe standard with all casework officers to ensure they understand the timeframe goals and expectations. The new intake barrier spread sheet will be introduced at this review (see objective # 4)</i>	Supervisors	03-01-23
<b>Objective 2</b> <i>Managers will incorporate intake reviews with all staff as part of the quarterly 1:1 session. This review will include the percentage of their intakes completed within timelines and identification of barriers to be added to the barrier spread sheet (see objective #4). Further, the manager and staff shall establish goals to move the officer toward full compliance with this objective.</i>	Supervisors/Staff	04-01-23
<b>Objective 3</b> <i>Management will create a report in Tracker that is available to staff that showcases their percentages of intakes completed within timeframes. This report will allow staff and managers to quickly see their progress over time.</i>	Director/Tracker	03-01-23
<b>Objective 4</b> <i>Identification of Barriers- A spread sheet will be created for staff/ managers to enter the cases that are not completed within the timeframe and list out the barriers. The goal is to identify patterns or systemic issues that are preventing the intakes from being completed and develop strategies to overcome them.</i>	All Management	02-15-23
<b>Objective 5</b> <i>Director to review with managers as part of their quarterly 1:1 their team progress on meeting the timeframe and barriers and establish goals to address them.</i>	Director	04-01-23

**AP17. Do you have an additional goal?**

- yes

**AP18. What area of the Statute, Standard, or program development is addressed with your next goal?**

- Probation Operational Standard

**AP19. Please provide the next goal for the coming fiscal year.**

Operational Standards- Data Management- KCCS will implement the new Data Sets as established by AOIC for Problem Solving Courts, Probation and Pretrial and will ensure accurate reporting of data to AOIC via the established portal.

**AP20. Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.**

	Responsible Parties	Goal Date
<b>Objective 1</b> <i>The departments case management system (Tracker) will be updated to reflect the AOIC data elements</i>	Director/Tracker	03-01-2023
<b>Objective 2</b> <i>Client Information Sheets will be updated to reflect the data elements needed and staff will be trained on how to ask and enter the new demographic information</i>	All Management	04-01-2023
<b>Objective 3 Policies and</b> <i>Procedures regarding data collection and persons responsible for accurately entering information of stats will be developed and/or updated.</i>	Director	08-01-2023
<b>Objective 4</b> <i>Data will be forwarded to AOIC via their established protocol as arranged by the department, Tracker and AOIC</i>	Director, AOIC	11-01-2023
<b>Objective 5</b> <i>Tablets to be repurposed and website updated to allow clients to enter demographic information themselves to be less intrusive</i>	Director/IT	12-01-2023

AP21. Do you have an additional goal?  
yes

AP22. What area of the Statute or Standard is addressed with your goal?  
Probation Operational Standard

AP23. Please provide the next goal for the coming fiscal year.  
Operational Standard- Training- KCCS will have established Orientation/Onboarding training plans in place for all positions within the department as well as annual training plans for all existing staff. The purpose of this goal is to ensure employees receive consistent and thorough training to carry out the objectives of their position and allow the officer to grow in their professional development.

AP24. Please list the objectives, or steps that will lead to the attainment of this goal.

	Responsible Parties	Goal Date
<b>Objective 1</b> <i>Develop an 8-10 week Orientation/Onboarding training plan for all positions within the department</i>	All Management	07-01-23
<b>Objective 2</b> <i>Develop annual Training Plans for existing staff specific to their years of service with a heavier focus on client based skill delivery in the first 4 years and professional growth and leadership increasing in subsequent years.</i>	All Management	11-1-23
<b>Objective 3</b> <i>Create Training modules in Relias for documentation purposes for new and existing staff in</i>	Director and JJ	07-01-23
<b>Objective 4</b> <i>Develop on line trainings with competency testing incorporated into it for new employee orientations.</i>	All Management	10-01-23

AP25. Do you have an additional goal?

- yes

AP26. What area of the Statute, Standard, or program development is addressed with your first goal?

- Other:  
Evidence Based Practice Support

AP27. Please provide the next goal for the coming fiscal year.

Along with other Justice Partners KCCS will develop a Juvenile Justice Continuum of Intervention to provide effective service delivery to justice involved youth at all levels of involvement.

AP28. Please list the objectives, or steps , responsible parties and goal dates that will lead to the attainment of this goal.

	Responsible Parties	Goal Date
<b>Objective 1</b> <i>Obtain local level data to create a profile of youth coming into the judicial system in Kendall County.</i>	Justice Stakeholders	06-01-23
<b>Objective 2</b> <i>Coordinate with all justice partners and Council of State Governments</i> <i>Technical Assistance to reshape service delivery at various intercept points along the continuum of intervention</i>	CSG/Justice Stakeholders	04-01-23
<b>Objective 3</b> <i>Develop a collaborative Juvenile Justice Planning Committee as part of the Juvenile Justice Council to carry out the work as recommended though our technical assistance provided by Council of State Governments.</i>	CSG/ JJC/Justice Partners	05-01-23

AP29. Do you have an additional goal?

- yes

AP30. What area of the Statute, Standard, or program development is addressed with your first goal?

- Probation Casework Standard

AP31. Please provide the next goal for the coming fiscal year.

Probation Casework Standards- Supervision Strategies- KCCS will coach and train all active casework officers in the use of CCP during their daily interactions to a level of proficiency.

AP32. Please list the objectives, or steps, responsible parties, and goal dates for each objective that will lead to the attainment of this goal.

	Responsible Parties	Goal Date
<b>Objective 1</b> <i>All Managers will receive training provided by AOIC in how to coach CCP and ensure fidelity to the model</i>	Management	02-01-23
<b>Objective 2</b> <i>All staff will be provided instruction regarding the expectation of proficiency for CCP and how feedback will be provided.</i>	Management	03-01-23
<b>Objective 3</b> <i>Managers will establish goals and objectives during their quarterly 1:1 sessions with their staff regarding tape submissions and movement toward proficiency. AOIC monthly training boosters will be encouraged.</i>	Management	04-01-23
<b>Objective 4</b> <i>Managers will log tape submissions in the CCP proficiency spread sheet and document when proficiency is achieved in each of the areas.</i>	Management	04-01-23
<b>Objective 5</b> <i>Director will review tapes and feedback provided by supervisors to ensure quality of feedback.</i> <i>Management will discuss as a group if there are discrepancies in feedback and AOIC technical assistance will be sought if needed.</i>	Director	04-01-23

AP33. Do you have an additional goal?

- No



## Operational Reviews

**AP42. Has the department received an Operational Review from the Administrative Office of the Illinois Courts?**

- No

## Probation Casework Standards

**AP68. What areas of the AOIC Probation Casework Standards have been implemented by your department?**

- 3.1 REFERRAL PROCESS AND CASE ASSIGNMENT (and related sub-sections)
- 3.2 ORIENTATION (and related sub-sections)
- 3.3 ASSESSMENT (and related sub-sections)
- 4.1 FEEDBACK (and related sub-sections)
- 4.2 TIMEFRAME (and related sub-sections)
- 4.3 CASE PLANNING (and related sub-sections)
- 4.4 SUPERVISION STRATEGIES (and related sub-sections)
- 4.5 CASE TERMINATION (and related sub-sections)

**AP69. Probation Casework Standards implementation: What barriers exist to fully implement Probation Casework Standards? (Select all that apply)**

- Other

**AP70. Please identify the issue(s) captured above and explain this barrier to implementation in more detail, along with any plans to address or remediate the issue(s) cited.**

The biggest barrier we had with implementation has been staff turnover. It is difficult to continually focus our attention onboarding new staff while simultaneously devoting the time needed to existing staff to ensure quality. Additionally, the adult supervisor that was hired in April 2022 was not able to provide the level of service delivery to the staff to enhance their skills. We are currently seeking a strong casework supervisor to replace the supervisor that was not retained. We feel strongly that staff need to have a management team that instills confidence and knowledge in casework and supervision strategies. Moreover, they need to know how to properly target the behavior and appropriately establish goals with the client. It is necessary to have a strong management team to guide the staff through this transition and maintain it with fidelity to the model.

In regards to addressing turnover, we have implemented a salary adjustment to reduce the disparity in salaries between our department and surrounding counties.

**AP71. Probation Casework Standards Implementation: What is needed by your department to fully implement the Probation Casework Standards? (Select all that apply)**

- Competencies
- Management/HR Skill
- Skills

**AP72. Probation Casework Standards Implementation: Please identify the need(s) captured above and explain what is needed to facilitate implementation in more detail, along with any plans to address or remediate the issue(s) cited.**

As stated above, with an influx of new staff and not having a completely intact management team, we have been limping along. We believe strongly that being able to slow down the level of turn over and hiring a strong adult casework supervisor, we will achieve our objectives of full implementation with fidelity and on going quality assurance.

## Annual Report

**AP74. The department completes a separate annual report for the county board.**

**Note: If this plan is being completed as a circuit wide plan and only some departments within the circuit submit an annual report, select "some" and identify the department(s) of the circuit in the box provided and upload the reports that apply to the applicable Secure Drive folder.**

- No

## Fiscal Resource Management

AP76. This question has been removed from the survey.  
N/A

AP77. Salary Shortfall [730 ILCS 110/15.1(h)]: Monies will be used from the Probation and Court Services Fund for salary shortfall. Please indicate the amount of Salary Shortfall being requested.  
10,731.73

### Salary Increases

AP83. Will there be salary increases for non-exempt or exempt staff?

- Exempt
- Non-Exempt

### Salary Increases for Non-Exempt Staff

AP85. Non-Exempt: Provide the total increase below: Percentage (%) and/or amount (\$) of the increase.

Please indicate the position title and classification for each probation officer group if increases vary by title or classification. If a uniform increase occurs for all positions, please indicate "All" in the first box in column 1 and indicate the percentage and/or dollar amount.

	Percentage	Dollar Amount
<i>Position/Classification</i> <i>All- Effective 12-01-22</i>	3%	N/A
<i>Position/Classification</i> <i>All-Just Cause Increase</i> <i>Effective 02-01-23</i>	N/A	3047.00

AP86. Non-Exempt: Which of the following factors are associated with this increase? Please explain "other" in the box below.

- COLA
- Performance
- Flat Increase
- Union Negotiated Increases

### Salary Increases for Exempt staff

AP88. Exempt: Provide the total increase below: Percentage (%) and/or amount (\$) of the increase.

Please indicate the position title and classification for each exempt staff classification if increases vary by title or classification. If a uniform increase occurs for all positions, please indicate "All" in the first box in column 1 and indicate the percentage and/or dollar amount.

	Percentage	Dollar Amount
<i>Position/Classification</i> <i>All- Effective 12-01-22</i>	3%	N/A
<i>Position/Classification</i> <i>All- Just Cause</i> <i>Increase Effective 02-01-23</i>	N/A	3047.00

AP89. Exempt: Which of the following factors are associated with the increase? Please explain "other" in the box below.

- COLA
- Performance
- Flat Increase

### Salary Range Adjustment

AP91. Provide the total adjustment for each position level, use a "minus sign (-) if there is a reduction in the salary range.

Please indicate the position title and classification for each probation officer group if increases vary by title or classification.

If a uniform increase occurs for all positions, please indicate "All" in the first box in column 1 and indicate the percentage and/or dollar amount.

	Percentage	Dollar Amount	Exempt/Non-Exempt
<i>Position/Classification Standard PO</i>	1%	N/A	Non Exempt
<i>Position/Classification Special Program PO</i>	1%	N/A	Non Exempt
<i>Position/Classification Director</i>	1%	N/A	Exempt
<i>Position/Classification Supervisor</i>	1%	N/A	Exempt

**AP92. Provide below the rationale to support the needed adjustment and why the ranges were adjusted by the indicated amount.**

- AOIC standards allow for a 30% to 70% range
- Long term employees are meeting the top of the range
- Cost of Living Adjustment

**AP93. Please explain how the issue cited above establishes the need for an adjustment to the salary range(s). For "other" also please identify the issue establishing and supporting information for how this issue establishes the need for an adjustment to the salary range(s). Additionally, please indicate whether existing staff will receive an adjustment in the form of a compression increase due to the range adjustment.**

Cost of Living increase of 1% is added each year at the minimum salary range per the union contract. At the top end of the salary range, it is increased as well to accommodate one long term employee at the top of the range.

#### **Collective Bargaining Agreement [730 ILCS 110/15(4)]**

**AP95. Staff are covered under collective bargaining agreement? (Check all that apply)**

- Yes

#### **Performance Management: Quality Assurance**

**AP98. Please indicate the Quality Assurance Policy and Procedure currently in place within the department.**

- Quality Assurance Policy and Procedure in addition to Core Correctional Practices

## Reorganization Request

**AP100. Reorganization Request: If a reorganization request is submitted, select factors below that are driving the need for a reorganization.**

- A new program has been implemented and staff for the program is necessary
- Other

**AP101. Please provide the rationale to support the need for reorganization: Cite specific statutes, standards, case load, program development, and/or fiscal issues driving the need for change within your jurisdiction.**

Last year Kendall County expanded the Problem Solving Courts that included Drug Court and Veteran's Court and added Mental Health Court. There is currently one probation officer assigned full time to supervise the participants which requires him to split his time between the three courts. The funding stream for Mental Health Court is generated exclusively from county funds and not from an Adult Redeploy Grant. This distinction allows for a larger population of potential applicants due to removing the stipulation of a potential IDOC commitment. As a result, the number of screenings and new participants entering the program has increased significantly over the past year. The proposed organizational chart reflects a request for an additional Problem Solving Court Probation Officer as of April 2023. This new officer would assist in the screening and supervision of mental health court as well as provide MRT Intervention Groups along side the existing Drug Court Officer. Lastly, by having two officers devoted to Problem Solving Courts, it would free up the Problem Solving Court Coordinator to devote her time to program development and to build partnerships with community agencies to address barriers to services and treatment for participants. It should be noted, this position has been approved by the Kendall County Board and is included in this year's budget pending AOIC salary reimbursement.

Kendall County is also asking for 3 100% county funded positions (2 juvenile and 1 PSW Coordinator) to be converted to Grant in Aid Positions. These 100% county funded positions were added at a time when new positions were not being approved for funding by AOIC yet the needs of the county warranted the need for more staff. Kendall County (population 131,869) was the fastest growing county in the United States from 2000 to 2010, and the fastest growing county in Illinois from 2010 to 2020, having grown its population by 41% since 2000. The strong growth continues into the 2020s and while we have not added positions (other than our request this year), we have eliminated programming and services to accommodate caseload sizes.

We are very grateful that our county board recognized the need to properly staff our office during a time when the state of Illinois was unable to fund positions. We have noted AOIC converted 4 prior county funded positions to Grant and Aid a few years ago which is appreciated. Kendall County has continued to fund these necessary probation positions that have been carried over from a time when positions were not being funded but were necessary to ensure proper service delivery to our clientele. It is our request for AOIC to approve funding for the remaining 3 county funded positions through Grant In Aid.

It should also be noted that some of the operational expenses for the department are being paid through Probation Service Funds due to the county assuming the salaries for these probation positions. It is our intention to transfer more of the Operational/Equipment expenses to the general fund as the county funded positions are converted to reimbursable positions.

## Interstate Compact Policies & Procedures

**AP103. Indicate which of the following Interstate Compact Policies and Procedures have been updated.**  
N/A

## Collaboration (730 ILCS 110): Justice System Stakeholder Involvement

**AP105. What is the department's role and involvement in justice stakeholder meetings?**

Kendall County Court Services continues to have representation on the following Justice Stakeholder groups: Justice System Partners ( Judge, Sheriff, State's Attorney, Circuit Clerk, Public Defender, and Probation); Juvenile Justice Council, Family Violence Coordinating Council. Our Juvenile Justice stakeholders have collaborated with Council of State Government for technical assistance with revisiting probation conditions and incentives and sanctions utilized in our juvenile court.

## Rights of Crime Victims [730 ILCS 110/15(6)(d)]

**AP107. How does the department support the rights of crime victims? (Select all that apply)**

- State's Attorney has a victim's advocate on staff
- Victim Impact Statements in sentencing reports

**AP108. Describe how the requirements of the statute are implemented regarding crime victim rights and how the department coordinates that support with other criminal justice agencies within the jurisdiction.**

It is not out of the ordinary for offenders we service to also be victims of crimes. Regardless of who the individual is, if a victim is identified, they are directed to the appropriate agency (Police, domestic violence advocate, etc) for services. Customarily, we will make the phone call with them and stay with them throughout the process unless they determine they no longer need or want our assistance.

Thank you for taking the time to complete the Probation and Court Services Annual Plan. Once completed, an email containing your responses will be sent to the email address that was provided. Please download these responses and provide to the chief judge for approval.

Please be sure to complete the Probation Services Fee Expenditure Proposal and all applicable Addendums.

**AP111. I certify that I will upload my Attachments and Signature Page to the designated Google Drive folder under the Annual Plan section. (Select all that apply).**

CLICK HERE to download a copy of the signature page.

CLICK HERE to download necessary attachments.

Please ensure that all documents which need to be submitted for review are upload to the applicable Secure Drive folder.

- Signature Page
- Probation Fee Budget
- Organizational Chart
- Salary Range Worksheet
- Revised Policies highlighted and struck through
- Shortfall Worksheet
- Applicable Addendums
- Collective Bargaining Agreement
- Quality Assurance Plan
- Compensation Plan
- Variance Request/Documentation if Applicable
- Reorganizational Request if applicable
- Justice Stakeholder List



## Salary Shortfall Worksheet

County/Department Name :

Kendall

County Fiscal Year :

December

(Must enter month of new CFY)\*

	Column 1	Total Column
Enter Total GIA salaries as of July 1	\$ 643,179.71	\$ 267,991.55
(Total Max. Allow. Reimb. amount on July 1 GIA Approved Personnel List)		
Total GIA salaries proposed as of December 1	\$ 656,738.19	\$ 383,097.28
(Total Max. Allow. Reimb. amount plus proposed annual increase, i.e., 2%,)		
Total number of Salary Subsidy positions	0	\$ -
Total Pretrial Salaries as of July 1	\$ 161,319.81	\$ 67,216.59
(Total Max. Allow. Reimb. amount on July 1 Pretrial Approved Personnel List)		
Total Pretrial Salaries proposed as of December 1	\$ 166,159.40	\$ 96,926.32
(Total Max. Allow. Reimb. amount plus proposed annual increase, i.e., 2%,)		
Total Dept. Salaries (automatically calculates)		\$ 815,231.73
Enter the amount for Total Allocations for Fiscal Year -->		\$ 804,500.00
Total Departmental Salary Reimbursement Shortfall (automatically calculates)		\$ 10,731.73
Requested Shortfall Amount	\$ 10,731.73	\$ 0.00

\* For the formula to calculate correctly, the month which begins the CFY needs to be completely spelled out.

For December 1st CFY (Formula) : GIA & Pretrial salaries as of July 1st, divide by 12, multiplied by 5.

For December 1st CFY (Formula) : GIA & Pretrial proposed Dec. 1st salaries, divide by 12, multiplied by 7.

For September 1st CFY (Formula) : GIA & Pretrial salaries as of July 1st, divide by 12, multiplied by 2.

For September 1st CFY (Formula) : GIA & Pretrial proposed Dec. 1st salaries, divide by 12, multiplied by 10.

For October 1st CFY (Formula) : GIA & Pretrial salaries as of July 1st, divide by 12, multiplied by 3.

For October 1st CFY (Formula) : GIA & Pretrial proposed Dec. 1st salaries, divide by 12, multiplied by 9.

For January 1st CFY (Formula) : GIA & Pretrial salaries as of July 1st, divide by 12, multiplied by 6.

For January 1st CFY (Formula) : GIA & Pretrial proposed Dec. 1st salaries, divide by 12, multiplied by 6.

Salary Subsidy (Formula) : Total Salary Subsidy positions multiplied \$12,000.

## County Fiscal 23 (as of 12-01-22) Year Salary Range Worksheet

Table 1 (Union Staff)

Department: Kendall

Position Title	Position Class/Grade	Annual Salary Range(s)			Union Position (e.g., AFSCME, FOP, etc.)	% of Range	70% of Minimum	Minimum	Recognized Midpoint	Recognized Maximum	Range cannot be over 70%
		Minimum	Midpoint	Maximum							
Standard PO		\$41,705	\$50,892	\$61,325	MAP	47%	\$70,899	\$41,705	\$51,515	\$61,325	47%
Special Programs		\$44,753	\$54,611	\$65,807	MAP	47%	\$76,080	\$44,753	\$55,280	\$65,807	47%

Table 2 (Non-Union Staff)

Department: Kendall

Position Title	Position Class/Grade	Annual Salary Range(s)			NON-UNION	% of Range	70% of Minimum	Minimum	Recognized Midpoint	Recognized Maximum	Range must be equal
		Minimum	Midpoint	Maximum							
Director		\$73,581	\$89,789	\$108,197		47%	\$125,088	\$73,581	\$90,889	\$108,197	47%
Supervisor		\$59,879	\$73,069	\$88,049		47%	\$101,794	\$59,879	\$73,963	\$88,048	47%



Department: Kendall

[illegible]Department: *Kendall*[illegible]

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## Key

Funding Source Categories		Title Categories		Job Function		Union Name
Grants-in-Aid	GIA	Director/CMO	Dir/CMO	Both Adult & Juvenile	B	Teamsters
Salary Subsidy	SS	Supervisor	Sup	Adult	A	AFSCME
Pretrial	PT	Prob. Officer	PO	Juvenile	J	FOP
Grant Funded	GF	Detention Off	JDO	Detention	D	Etc.
County Funded	CF	Senior Officers	Sr.PO/JDO	Problem Solving Cou	PSC	N/A
				Pretrial	PT	
				Other	O	

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## Key

Funding Source Categories		Title Categories		Job Function	Union Name
Grants-in-Aid	GIA	Director/CMO	Dir/CMO	Both Adult & Juvenile	Teamsters
Salary Subsidy	SS	Supervisor	Sup	Adult	AFSCME
Pretrial	PT	Prob. Officer	PO	Juvenile	FOP
Grant Funded	GF	Detention Off	JDO	Detention	Etc.
County Funded	CF	Senior Officers	Sr. PO/JDO	Problem Solving Cou	N/A
				Pretrial	PT
				Other	O

# Kendall County



## NEXT YEAR BUDGET COMPARISON REPORT

PROJECTION: 2023 Kendall County FY23 Budget

FOR PERIOD 99

ACCOUNTS FOR:		2021	2022	2022	2022	2023	2023	2023	PCT
Probation Services Fund		ACTUAL	ORIG BUD	REVISED BUD	Budget	Budget	Budget	Budget	CHANGE
16	Probation Supervisor								
00	No Department								
132616	40000	-11,527.00	-100,000.00	-100,000.00	-103,000.00	-103,000.00	-103,000.00	-103,000.00	.0%
132616	42250	-103,685.26	-5,000.00	-5,000.00	-7,000.00	-7,000.00	-7,000.00	-7,000.00	3.0%
132616	43130	-11,691.62	-10,000.00	-10,000.00	-5,000.00	-5,000.00	-5,000.00	-5,000.00	40.0%
132616	43140	-16,633.00	-1,000.00	-1,000.00	-1,000.00	-1,000.00	-1,000.00	-1,000.00	-50.0%
132616	43150	-1,200.00	-1,000.00	-1,000.00	-600.00	-600.00	-600.00	-600.00	.0%
132616	43160	-268.57	-1,000.00	-1,000.00	-250.00	-250.00	-250.00	-250.00	.0%
132616	43170	-28.00	-500.00	-500.00	-500.00	-500.00	-500.00	-500.00	-75.0%
132616	43180		-200.00	-200.00	-900.00	-900.00	-900.00	-900.00	.0%
132616	43190	-901.72	-3,000.00	-3,000.00	-5,500.00	-5,500.00	-5,500.00	-5,500.00	350.0%
132616	43200	-900.00	-3,000.00	-3,000.00	-5,500.00	-5,500.00	-5,500.00	-5,500.00	83.3%
132616	43590	-3,662.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	.0%
132616	61000	6,000.00	26,000.00	26,000.00	28,000.00	28,000.00	28,000.00	28,000.00	.0%
132616	62030	910.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	7.7%
132616	62060	12,801.79	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00	.0%
132616	62140	9,095.00	30,500.00	30,500.00	35,500.00	35,500.00	35,500.00	35,500.00	49.2%
132616	62150	34,206.89	50,000.00	50,000.00	15,000.00	15,000.00	15,000.00	15,000.00	-30.0%
132616	62160	11,079.50	40,000.00	40,000.00	30,000.00	30,000.00	30,000.00	30,000.00	-25.0%
132616	62310	20,517.68	165,800.00	165,800.00	154,750.00	154,750.00	154,750.00	154,750.00	.0%
132616	64450	4,568.03	165,800.00	165,800.00	154,750.00	154,750.00	154,750.00	154,750.00	.0%
132616	65160	40,241.08							
	TOTAL Probation Supervisor	-11,077.20	165,800.00	165,800.00	154,750.00	154,750.00	154,750.00	154,750.00	.0%
	TOTAL Probation Services Fun	-11,077.20	165,800.00	165,800.00	154,750.00	154,750.00	154,750.00	154,750.00	.0%





# 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/sheriff



## 12- Month Annual Report December 01, 2021 - November 30, 2022

STATE OF ILLINOIS  
COUNTY OF KENDALL  
- FILED -  
DEC 28 2022

COUNTY CLERK  
KENDALL COUNTY

OPERATIONS DIVISION	TOTAL	AVERAGE
Calls for Service	8,443	704
Police Reports	4,297	358
Total Arrests	1,415	118
Traffic Contacts	6,478	540
Traffic Citations Issued	2,967	247
DUI Arrests	103	9
Total Crash Investigations	617	51
Total Miles Driven by Sheriff's Office	608,482	50,707
RECORDS DIVISION	TOTAL	AVERAGE
Sales Conducted	36	3
Papers Served/Executed	1,269	106
SA, Subpoena & FOIA Requests	2,501	208
Total Warrants Served	1,349	112
Evictions Conducted	67	6
Civil Process Fees	\$67,249	\$5,604
Sheriff Sales Fees	\$31,811	\$2,651
Records Fees/Fingerprinting	\$2,017	\$168
Bond Processing Fees	\$19,120	\$1,593

Ready to Protect, Proud to Serve

<b>CORRECTIONS DIVISION</b>	<b>TOTAL</b>	<b>AVERAGE</b>
New Intake Bookings	2,239	187
Federal Inmate ADP		48
Kendall County Inmate ADP		69
Other Jurisdictions Inmate ADP		9
Average Daily Population	1,502	125
Amount Invoiced for Inmates Housed for Other Juris.	\$191,410	\$15,951
Amount Invoiced for Federal Housing	\$1,381,520	\$115,127
Amount Invoiced for Federal Court Transport	\$28,295	\$2,358
Amount Invoiced for Federal Medical Transport	\$32,575	\$2,715

<b>COURT SECURITY</b>	<b>TOTAL</b>	<b>AVERAGE</b>
Entries	114,344	9,529
Items X-Rayed	48,160	4,013
Kendall Prisoners	837	70
Other Prisoners	128	11
Arrests made at Courthouse	304	25
Contraband Refused	625	52

<b>ELECTRONIC HOME MONITORING</b>	<b>TOTAL</b>	<b>AVERAGE</b>
Juvenile Defendants Ordered to EHM		9
Adult Defendants Ordered to EHM		65
Days Defendants Served on EHM	24,524	2,044
Cost	\$64,577	\$5,381
Collected	\$52,997	\$4,416

Ready to Protect, Proud to Serve

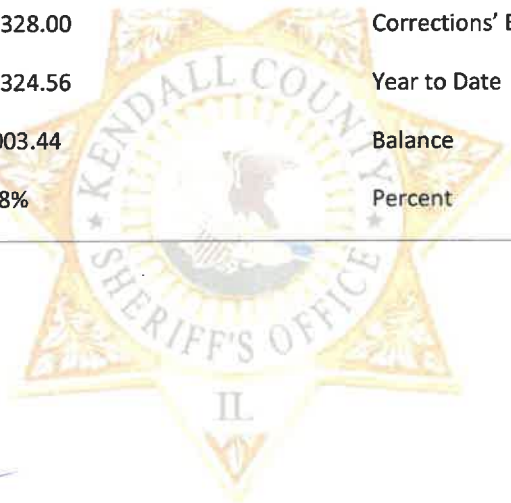


<b>KCSO TRAINING</b>	<b>TOTAL</b>	<b>AVERAGE</b>
Corrections Division	1,905	159
Operations Division	5,914	493
Court Security	327	27
Administration Division	168	14
Auxiliary Division	44	4
Part Time Deputies	192	16

<b>YEAR END BUDGET RESULTS</b>			
Sheriff's Budget	\$6,768,328.00	Corrections' Budget	\$5,328,179.00
Year to Date	\$6,215,324.56	Year to Date	\$5,026,479.69
Balance	\$553,003.44	Balance	\$301,699.31
Percent	91.8%	Percent	94.3%

Respectfully Submitted,

Sheriff Dwight A. Baird



Ready to Protect, Proud to Serve

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



## JANUARY

## 2023

Submitted by: Sheriff Dwight A. Baird

***OPERATIONS DIVISION***

<b>POLICE SERVICES</b>	<b>January-21</b>	<b>January-22</b>	<b>December-22</b>	<b>January-23</b>
Calls for Service	724	642	666	634
Police Reports	307	346	362	343
Total Arrests	28	116	141	143
Ordinance Citations Issued	0	0	0	0

<b>TRAFFIC SERVICES</b>				
Traffic Contacts	203	422	400	594
Traffic Citations Issued	63	204	208	284
DUI Arrests	2	10	11	8

<b>TRAFFIC CRASH INVESTIGATIONS</b>				
Property Damage	22	51	46	44
Personal Injury	24	13	16	10
Fatalities	0	1	0	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>46</b>	<b>65</b>	<b>62</b>	<b>54</b>

<b>VEHICLE USAGE</b>				
Total Miles Driven by Sheriff's Office	49,222	43,705	49,685	46,537
Vehicle Maintenance Expenditures	\$5,406	\$4,072	\$9,403	\$6,568
Fuel Expenditures	\$7,949	\$12,759	\$11,773	\$11,974
Fuel Gallons Purchased	3,731	4,178	4,252	4,069
Squad Damage Reports	2	0	0	1

<b>AUXILIARY DEPUTIES</b>				
Ride-A-Long Hours	10	0	0	10
Auxiliary Hours	133	32	162	16
<b>TOTAL AUXILIARY HOURS</b>	<b>143</b>	<b>32</b>	<b>162</b>	<b>26</b>

<b>EVIDENCE/PROPERTY ROOM</b>				
New Items into Property Room	57	133	141	145
Disposal Orders Processed	26	24	23	30
Items Disposed Of	62	95	111	102
Items Sent to Crime Lab for Processing	11	5	14	25
Pounds of Prescription Meds Collected from Drop Box	2	10	8	4

<b>INVESTIGATIONS/COPS ACTIVITIES</b>				
Total Assigned Cases (Patrol/Invest)	30	26	20	23
Total Closed Cases (Patrol/Invest)	70	24	29	61
Total Open Cases (Patrol/Invest)	126	126	93	88
Community Policing Meetings/Presentations	22	23	20	19

<b>Sex Offender / Violent Offenders Against Youth Registrations</b>				
Sex Offender Registrations	8	12	15	7
Sex Offender - Address Verifications Completed	0	0	0	0
Sex Offender - Address Verification Attempted	0	0	0	0
Total # of Sex Offenders- Jurisdiction	33	34	32	31
Total # of Sex Offenders- Entire County	81	94	90	89
Violent Offenders Against Youth Registrations	0	0	1	1
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	5	7	7	8
Total # of VOAY- Entire County	23	24	26	26

***RECORDS DIVISION***

<b>SHERIFF SALES</b>				
Sales Scheduled	0	10	16	16
Sales Cancelled	0	6	8	9
Sales Conducted	0	4	8	7

<b>CIVIL PAPERWORK</b>				
Papers Filed/Received	127	137	123	173
Papers Served/Executed	111	79	87	117

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

#### SA, SUBPOENA & FOIA REQUESTS

Electronic and Recording Copy Requests	61	84	78	76
Accident Reports	19	28	21	10
Background Checks	15	34	17	33
Incidents	67	73	62	80
Subpoenas	3	6	5	1
<b>TOTAL REQUESTS</b>	<b>165</b>	<b>225</b>	<b>183</b>	<b>200</b>

#### WARRANTS

Total Warrants on File	1,762	1,754	1,647	1,604
New Warrants Issued	113	110	115	101
Total Warrants Served	22	114	128	119
Warrants Quashed	10	24	21	25

#### EVICCTIONS

Evictions Scheduled for Month	1	15	6	5
Evictions Cancelled	0	9	1	2
Evictions Conducted	1	6	5	3

#### FEES

Civil Process Fees	\$3,671	\$3,482	\$4,053	\$5,321
Sheriff Sales Fees	\$0	\$2,400	\$2,400	\$5,700
Records Fees/Fingerprinting	\$240	\$75	\$25	\$35
Bond Processing Fees	\$1,681	\$1,051	\$1,657	\$2,293
<b>TOTAL FEES COLLECTED</b>	<b>\$5,592</b>	<b>\$7,008</b>	<b>\$8,135</b>	<b>\$13,350</b>

### ***CORRECTIONS DIVISION***

#### JAIL POPULATION

New Intake Bookings	112	168	183	258
Inmates Released	115	151	186	235
Federal Inmate ADP	71	68	17	17
Kendall County Inmate ADP	55	74	58	76
Other Jurisdictions Inmate ADP	19	12	4	4
Average Daily Population	145	154	79	97
ADP of inmates housed in other Jurisdictions			7	6

#### JAIL MEALS

Number of Meals Prepared Consolidated/Aramark	13,276	13,698	7,571	8,214
Price Per Meal	\$1.31	\$1.37	\$3.08	\$2.97

#### INMATE TRANSPORTS

To and From Kendall County Courthouse	20	26	72	42
Other County Court Transports	1	3	0	0
Out of County Prisoner Pickups	5	9	12	9
To I.D.O.C	1	0	2	3
Medical/Dental Transports	1	10	3	8
Court ordered medical transports	0	1	1	0
Juvenile To and From Youth Homes/Courts	4	13	8	7
Federal Transports	6	10	5	5
To and From Kane County Jail			19	32
<b>TOTAL INMATE TRANSPORTS</b>	<b>38</b>	<b>72</b>	<b>122</b>	<b>106</b>

#### INMATE WORK CREWS

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

#### REVENUE

Amount Invoiced for Inmates Housed for Other Juris.	\$44,170	\$23,940	\$2,170	\$2,170
Amount Invoiced for Federal Housing	\$174,400	\$168,480	\$42,720	\$42,160
Amount Invoiced for Federal Court Transport	\$1,154	\$945	\$858	\$923
Amount Invoiced for Federal Medical Transport	\$19,121	\$1,088	\$227	\$280
<b>TOTAL INVOICED</b>	<b>\$238,845</b>	<b>\$194,453</b>	<b>\$45,975</b>	<b>\$45,533</b>

<b>MEDICAL BILLING</b>	<b>January-21</b>	<b>January-22</b>	<b>December-22</b>	<b>January-23</b>
Medical Contractual Services	\$20,203	\$19,241	\$20,809	\$20,809
Prescriptions	\$4,463	\$5,319	\$1,780	\$1,358
Medical	\$129	\$1,761	\$830	\$192
Dental	\$0	\$0	\$0	\$0
Emergency Medical Services	\$179	\$240	\$0	\$479
Medical Supplies	\$261	\$382	\$536	\$177
<b>TOTAL MEDICAL BILLING</b>	<b>\$25,235</b>	<b>\$26,942</b>	<b>\$23,955</b>	<b>\$23,015</b>

#### **Housing Expense**

Kane County Jail			\$15,675	\$12,825.00
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#### **TOTAL HOUSING EXPENSE**

#### **Outstanding FTA Fees**

FTA Fees- Outstanding	\$225	\$600	\$825	\$675
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#### **COURT SECURITY**

Entries	6,942	8,705	9,186	10,080
Items X-rayed	2,389	3,685	4,485	4,976
Bond Call - In Person	6	6	8	6
Bond Call - Video	41	30	45	44
Kendall Prisoners	60	70	88	72
Other Prisoners	2	3	11	19
Arrests made at Courthouse	19	24	33	34
Contraband Refused	68	55	64	77

### ***ELECTRONIC HOME MONITORING***

#### **TOTAL DEFENDANTS ORDERED TO EHM**

Juvenile		14	7	7
Adult		60	67	66
<b>TOTAL PARTICIPANTS</b>		<b>74</b>	<b>74</b>	<b>73</b>

#### **Orders**

Presentenced		69	68	65
Bischof		38	32	36
Post Sentenced		5	6	8

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

Juvenile		324	146	176
Adult		1,749	2,013	1,943
<b>TOTAL DAYS</b>		<b>2,073</b>	<b>2,159</b>	<b>2,119</b>

#### **EHM VIOLATIONS**

Juvenile		2	0	0
Adult		11	3	7
<b>TOTAL VIOLATIONS</b>		<b>13</b>	<b>3</b>	<b>7</b>

#### **COST vs. COLLECTIONS**

Cost		\$5,452	\$5,678	\$5,573
Collected		\$4,514	\$3,502	\$2,158

### ***KCSO TRAINING***

#### **CORRECTIONS DIVISION**

##### **NATURE OF TRAINING**

CourtSmart				1
Cultural Awareness & Diversity				15
Fire Extinguisher Refresher				0.25
Flying While Armed				2
GPS Refresher				50
Lexipol DTB's				17.25
PREA Training				96
Specialty Courts				36
Use of Force in Corrections				14
Using Body Cam Video to Transform Officer Training				1.25
WRAP Restraint Instructor				12
<b>TOTAL HOURS</b>	<b>153</b>	<b>134</b>	<b>74</b>	<b>245</b>

<b>OPERATIONS DIVISION</b>	<b>January-21</b>	<b>January-22</b>	<b>December-22</b>	<b>January-23</b>
<b>NATURE OF TRAINING</b>				
Annual Mandatory Firearms Qualification				5
Bloodstain Evidence Workshop				16
Breath Alcohol Operator				8
Child Abuse & Neglect ILETSB				2
CourtSmart				12.5
Criminal Related Interviewing: CRIME 1, 2, 3				8
De-Escalation & Smarter Policing				8
Drone Re-Cert				1
From Crime Scene to Lab				8
Immediate Trauma Care: End User				8
Kendall County SAO Anti-Harassment Video				3
LEADS Cert				4
LEADS Re-Cert				1.5
Lexipol DTB's				21
Mental Health Awareness & Response: Intro to CIT				8
Mental Health First Aid				8
Off Duty Qual				5
Open Meetings Act				2
Policy 315				3
PREA: Investigating Sexual Abuse in Confinement Setting				3
Pre-Retirement & Career Transitioning & Financial Planning				16
Resilient Life for Cops				24
Rifle Qualification				4
Roll Call Training				3.75
SFST Refresher				101.5
Shooting Reconstruction				24
Supervising & Managing the Field Training Process				32
Trauma Informed Response to Sexual Assault/Abuse				24
Use of Force Update for Administrators & Supervisors				8
Winter Shoot				94.5
<b>TOTAL HOURS</b>	<b>183</b>	<b>397</b>	<b>474</b>	<b>467</b>
<b>COURT SECURITY</b>				
<b>NATURE OF TRAINING</b>				
Court Security In-House				40
CourtSmart				3.5
Cultural Awareness & Diversity				5
Lexipol DTB's				3.75
Use of Force in Corrections				5
<b>TOTAL HOURS</b>	<b>3</b>	<b>9</b>	<b>58</b>	<b>57</b>
<b>ADMINISTRATION DIVISION</b>				
<b>NATURE OF TRAINING</b>				
LEADS Re-Cert				1.5
NIBRS Training Program				12
Using Body Cam Video to Transform Officer Training				1.25
<b>TOTAL HOURS</b>	<b>4</b>	<b>9</b>	<b>18</b>	<b>14.75</b>
<b>AUXILIARY</b>				
<b>NATURE OF TRAINING</b>				
Lexipol			11	0.5
Anti-Harassment & Discrimination				3
<b>TOTAL HOURS</b>	<b>0</b>	<b>19</b>	<b>23</b>	<b>4</b>
<b>PART TIMERS</b>				
<b>NATURE OF TRAINING</b>				
Child Abuse & Neglect ILETSB				2
CourtSmart				3.5
Cultural Competency				1
Firearms Restraining Order Act Awareness				1
Laws of Arrest Refresher ILETSB				1.5
Lexipol DTB's				7.5
Trauma Informed Response to Sexual Assault/Abuse				16
<b>TOTAL HOURS</b>	<b>0</b>	<b>12</b>	<b>43</b>	<b>33</b>

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>1/1/23-1/31/23</b>	<b>1/1/22-1/31/22</b>	<b>1/1/21-1/31/21</b>
	<b>Fund</b>			
CLKFEE	County Clerk Fees	\$506.00	\$1,018.00	\$1,254.00
MARFEE	County Clerk Fees - Marriage License	\$540.00	\$750.00	\$810.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$60.00	\$80.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,370.00	\$1,948.00	\$1,898.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$240.00	\$425.00
MISINC	County Clerk Fees - Misc	\$64.58	\$109.00	\$263.00
	County Clerk Fees - Misc Total	\$1,459.58	\$2,357.00	\$2,666.00
RECFEE	County Clerk Fees - Recording	\$18,986.00	\$35,116.00	\$42,268.00
	Total County Clerk Fees	\$21,521.58	\$39,271.00	\$46,998.00
CTYREV	County Revenue	\$41,381.50	\$61,862.00	\$41,157.25
DCSTOR	Doc Storage	\$10,991.00	\$20,602.00	\$24,789.00
GISMAP	GIS Mapping	\$34,950.00	\$65,280.00	\$78,450.00
GISRCD	GIS Recording	\$2,330.00	\$4,352.00	\$5,230.00
INTRST	Interest	\$127.40	\$36.86	\$41.39
RECMIS	Recorder's Misc	\$5,318.75	\$993.00	\$6,518.00
RHSP	RHSP/Housing Surcharge	\$9,108.00	\$18,324.00	\$22,572.00
TAXCRT	Tax Certificate Fee	\$1,080.00	\$1,440.00	\$1,720.00
TAXFEE	Tax Sale Fees	\$655.00	\$1,030.00	\$1,030.00
PSTFEE	Postage Fees	\$505.17	\$733.00	\$718.58
CK # 19604	To KC Treasurer	\$127,968.40	\$213,923.86	\$229,224.22
Death Certificate Surcharge sent from Clerk's office \$732.00 ck # 19602				
Dom Viol Fund sent from Clerk's office \$95.00 ck # 19603				

# Office of Jill Ferko

Kendall County Treasurer & Collector

111 W. Fox Street Yorkville, IL 60560

## **Kendall County General Fund**

### QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR TWO MONTHS ENDED 01/31/2023

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

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

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

## EXPENDITURES

All General Fund Offices/Categories

<b>\$28,296,196</b>	<b>\$2,810,712</b>	<b>9.93%</b>	<b>\$2,817,680</b>	<b>9.38%</b>
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# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** February 9, 2023

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 22-27 Request from Deb Howard on Behalf of Jade Restorations, Inc. and Bullmastiff Construction Company, LTD for Major Amendments to the Special Use Permit for a Kennel and Veterinary by Changing the Site Plan, Landscaping Plan, and Photometric Plan and a Variance to Section 7:01.D.29 to Allow Animals Outdoors After Sunset at at 949 Bell Road, Minooka (PIN: 09-24-100-012) in Seward Township

## **Background and Discussion:**

The Petitioners would like to change the site plan, landscaping plan, and photometric plan and allow animals to be outdoor for bathroom breaks until 10:00 p.m. The list of proposed changes is attached.

The record for the Petition can be found here,  
<https://www.kendallcountyil.gov/home/showpublisheddocument/25851/638108472333061051>.

The draft ordinance is attached.

## **Committee Action:**

ZPAC-Approval (6-0-4), RPC-Approval (9-0-1), ZBA-Approval with Conditions (7-0-0), Seward Township Planning Commission and Seward Township Board-Approval Provided Lights Were Shielded; Minooka Fire Protection District-No Stipulations; Village of Shorewood-No Comments; PBZ Committee-Approval (3-0-2)

## **Staff Recommendation:**

Approval with Conditions

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

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

**Date:** February 10, 2023

## Petition 22-27 Proposed Changes

The specific proposed amendments are as follows (items in red are Staff comments):

1. Fence limits on the west side of the building are different with a larger outdoor area enclosed and extended further south. The installed fence height is eight feet (8'), not six feet (6') as described in the associated exhibits attached to Ordinance 2020-01. **The fence was a cedar fence in the approved plans; the installed fence was vinyl.**
2. Westerly septic field is enclosed within the expanded fenced outdoor plan area. Westerly septic tank is installed further north than previously proposed. The southerly septic tank/piping was designed to be on the east side of the main entry, but was installed on the west side of the entry.
3. The Rusty Ridge sign at the southwest corner of the site is located within the Kendall County right-of-way. This will be relocated as part of the major amendment to the originally proposed location at a ten foot (10') setback from the right-of-way along the middle of the property west of the proposed location. **No information was provided regarding the other sign. The approved plans had one (1) monument sign along Bell Road and one (1) monument sign along Ridge Road. Both signs were to be four feet by eight feet (4'X8') and a maximum of eight feet (8') in height. Neither sign will be illuminated.**
4. Sidewalk has been added around the building that was not part of the original plans. There is a gravel driveway/PCC walk along the north side of the building for equestrian trailer access. Additional parking was added in the northeast corner of the building. **Number of parking stalls increased from fifty-two (52) to sixty-five (65). The number of handicapped accessible parking spaces remains at three (3).**
5. The east side walkway/covered entrance/building was eliminated and the walk is shown coming out of the south side of the building.
6. A five thousand (5,000) gallon external tank was previously proposed next to the well for fire protection. This was not constructed. Tank was installed in basement of building per discussions with the Minooka Fire Department.
7. An additional wall pack was added along the west wall of the building as the play area was enlarged/moved from the northeast corner of building. As built-photometric plan was unchanged and light intensities at west property line are still zero point zero (0.0) foot candles. **Change in location of lights. Number of pole lights to remain the same. Height of pole lights to remain the same.**
8. The concrete pad for trash enclosure is installed but no walls have been constructed. Concrete pad relocated further north to allow equestrian trailer access along the north side of the building from the parking lot. **Petitioner still plans to install the seven foot (7') tall masonry or wood fencing around the refuse area.**
9. Well head installed further north of design location.
10. Outdoor play area was eliminated on the northeast corner of building due to the installation of air handling units. **Original plans called for two (2) approximately twelve thousand (12,000)**

**square foot outdoor play areas that were planned on both sides of the kennel wing of the building.**

11. A three thousand, one hundred (3,100) gallon holding tank was eliminated that was previously proposed for therapy pool/dog wash. Therapy pool was eliminated from building.
12. Per Seward Township Board meeting of December 13, 2022, Owner and Township agreed that building and parking lot lighting will be turned off at 10:00 p.m. every night and all parking lot lighting and building lighting and building wall packs will be installed with cutoffs or shields. On January 26, 2023, the Petitioner's Engineer submitted a request to allow the wall pack lights on the building to be considered lighting necessary for security and be kept on twenty-four (24) hours and that the parking lots be turned off by Midnight, which is one (1) hour after the business closes as allowed by the Zoning Ordinance. **Security lighting has motion sensors.**
13. Owner is requesting a variation to Kendall County Zoning Ordinance 7:01.D.29 for A-1 special use and modify "Condition G" of 2020-01 special use ordinance to State the following: "All pets shall be indoors between the hours of sunset and sunrise except for the purposes of owners dropping-off and picking-up pets and necessary bathroom breaks until 10:00 p.m. each evening."
14. **Change in vegetation count from thirty-eight (38) shade trees of various types, seventy-eight (78) evergreen trees of various types, sixty-eight (68) evergreen shrubs of various types, two hundred eighty-two (282) deciduous shrubs of various types, and one hundred fifteen (115) perennials of various types to thirty (30) ornamental trees of various types, twenty-six (26) trees of various types, forty-nine (49) evergreen trees of various types, and one hundred sixty-nine (169) shrubs of various types. Some vegetation has not been installed.**

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

**GRANTING MAJOR AMENDMENTS TO AN EXISTING SPECIAL USE PERMIT FOR A KENNEL AND VETERINARY GRANTED BY ORDINANCE 2020-01 BY CHANGING THE SITE PLAN, LANDSCAPING PLAN, AND PHOTOMETRIC PLAN, AND GRANTING A VARIANCE TO SECTION 7:01.D.29 OF KENDALL COUNTY ZONING ORDINANCE ALLOWING ANIMALS TO BE OUTDOORS AFTER SUNSET AT 949 BELL AND IDENTIFIED BY PARCEL IDENTIFICATION NUMBER 09-24-100-012 IN SEWARD TOWNSHIP**

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

WHEREAS, Section 7:01.D.56 of the Kendall County Zoning Ordinance permits the operation of veterinary establishments as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

WHEREAS, Section 7:01.D.29 of the Kendall County Zoning Ordinance permits the operation of kennels as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

WHEREAS, Section 7:01.D.29 of the Kendall County Zoning Ordinance requires animals at kennels to be indoors by sunset; 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 20.02 acres of which approximately 8.5 acres is used for a kennel and veterinary located at 949 Bell Road (PIN: 09-24-100-012) in Oswego Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property.”; and

WHEREAS, on February 18, 2020, the Kendall County Board approved Ordinance 2020-01 which granted a special use permit for a kennel and veterinary with conditions at the subject property; and

WHEREAS, conditions 2.A and 2.E of Ordinance 2020-01 required the subject property be developed substantially in accordance with an attached site plan, landscaping plan, and photometric plan and established a deadline for the installation of berms and vegetation; and

WHEREAS, condition 2.G of Ordinance 2020-01 required all pets to be indoors between the hours of sunset and sunrise except for the purposes of owners dropping-off and picking-up pets; and

WHEREAS, the subject property is currently owned by Jade Restorations, Inc. and is represented by Deb Howard; and

WHEREAS, Jade Restorations, Inc. has contracted with Bullmastiff Construction Company, LTD as represented by Deb Howard and collectively these parties shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about December 20, 2022, Petitioner’s representative filed a petition for a major amendment to an existing special use permit by deleting the site plan, landscaping plan, and photometric plan attached to Ordinance 2020-01 and replacing those documents with a new, proposed site plan, landscaping

plan, and photometric plan and requesting a variance to Section 7:01.D.29 allowing pets to be outdoors for bathroom purposes until 10:00 p.m. each evening; and

WHEREAS, following due and proper notice by publication in the Aurora Beacon News on January 13, 2023, the Kendall County Zoning Board of Appeals conducted a public hearing on January 30, 2023, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner's engineer presented evidence, testimony, and exhibits in support of the requested major amendments to an existing special use permit and variance and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the major amendments to an existing special use permit and variance with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated January 30, 2023, a true and correct copy of which is attached hereto as Exhibit B; and

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

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

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for major amendments to an existing special use permit and variance allowing the operation of a kennel and veterinary establishment on the subject property subject to the following conditions:
  - A. Condition 2.A of Ordinance 2020-01 is hereby repealed in its entirety and is replaced with the following:

“The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C, landscaping plan attached hereto as Exhibit D, and photometric plan attached hereto as Exhibit E.”
  - B. Condition 2.E of Ordinance 2020-01 is hereby repealed in its entirety and is replaced with the following:

“All vegetation and berms shall be installed by June 15, 2023. The Planning, Building and Zoning Committee may extend this deadline upon request of the property owner. Damaged or dead vegetation shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.”

- C. Condition 2.G of Ordinance 2020-01 is hereby repealed in its entirety and is replaced with the following:

“All pets shall be indoors between the hours of sunset and sunrise except for the purposes of owners dropping-off and picking-up pets and necessary bathroom breaks until 10:00 p.m. each evening. This provision is a variance to a requirement contained in Section 7:01.D.29 of the Kendall County Zoning Ordinance.”

- D. The remaining conditions and restrictions contained in Ordinance 2020-01 shall remain valid and effective.
- E. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
- F. If one or more of the above conditions or restrictions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

3. These major amendments to an existing special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.
4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this major amendment to an existing special use permit.

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

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg

Exhibit A

**RUSTY RIDGE ANIMAL CENTER**

**LEGAL DESCRIPTION**

**PARCEL 1 (DEVELOPMENT PARCEL)**

THAT PART OF THE SOUTH 1281.17 FEET OF THE WEST 680.00 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 01 DEGREES 45 MINUTES 20 SECONDS WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER, 579.95 FEET TO THE SOUTH LINE OF THE 800 FOOT WIDE NATURAL GAS PIPELINE EASEMENT AS DESCRIBED IN BOOK 103 PAGE 333 IN KENDALE COUNTY RECORDS; THENCE SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SAID SOUTH LINE, 683.71 FEET TO THE EAST LINE OF THE WEST 680.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 45 MINUTES 20 SECONDS EAST, ON SAID EAST LINE, 507.99 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 10 MINUTES 23 SECONDS WEST, ON SAID SOUTH LINE, 680.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.



## Exhibit B

The Kendall County Zoning Board of Appeals approved the following Findings of Fact and Recommendation at their meeting on January 30, 2023, by a vote of seven (7) in favor and zero (0) in opposition:

### FINDINGS OF FACT-SPECIAL USE PERMIT AMENDMENT

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The operation of the special use will not be detrimental to the public health, safety, morals, comfort, or general welfare. The immediately adjacent properties are also zoned A-1 or A-1 with a special use permit. In addition, the site plan shows an eight foot (8') tall fence around the outdoor play area. The proposed landscaping and berming should also reduce noise coming from the property. The Petitioners are requesting a variance to allow animals to be outdoors until 10:00 p.m. but only for the purposes of dropping-off and picking-up by owners and for necessary bathroom breaks.*

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The Petitioners installed fencing and security lighting. The Petitioners submitted a photometric plan showing no lighting spilling onto adjoining properties. The Petitioners agreed to have animals indoors by sunset, except for specific purposes as mentioned in the previous finding. The proposed hours of operation will also prevent injury to neighboring land uses.*

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This is true. Adequate ingress and egress has been provided off of Bell Road. The Petitioners have secured applicable permits and installed adequate facilities related to stormwater, well, and septic systems.*

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. The Petitioners are requesting a variance to Section 7:01.D.29 of the Kendall County Zoning Ordinance to allow the animals to be outdoors for specific purposes as outlined in the first finding.*

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. True, the proposed use is consistent with an objective found on Page 9-21 of the Kendall County Land Resource Management Plan which calls for "a strong base of agricultural, commerce and industry that provides a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents." The Land Resource Management Plan calls for the subject property to be commercial.*

### FINDINGS OF FACT-VARIANCE

*That 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. No topographic condition creates a particular hardship for the Petitioner.*

*That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other requests for special use permits for kennels could ask for the same variation.*



*That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. **The current owner was not involved with the drafting of the existing language in the Zoning Ordinance. The current owner cannot control the times for sunset or sunrise.***

*That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. **The requested variance should not negatively impact any of the neighbors and will not be detrimental to the public welfare or injurious to other property if the animals are outside for the purposes of pick-up and drop-off or to use the restroom and for no other purposes.***

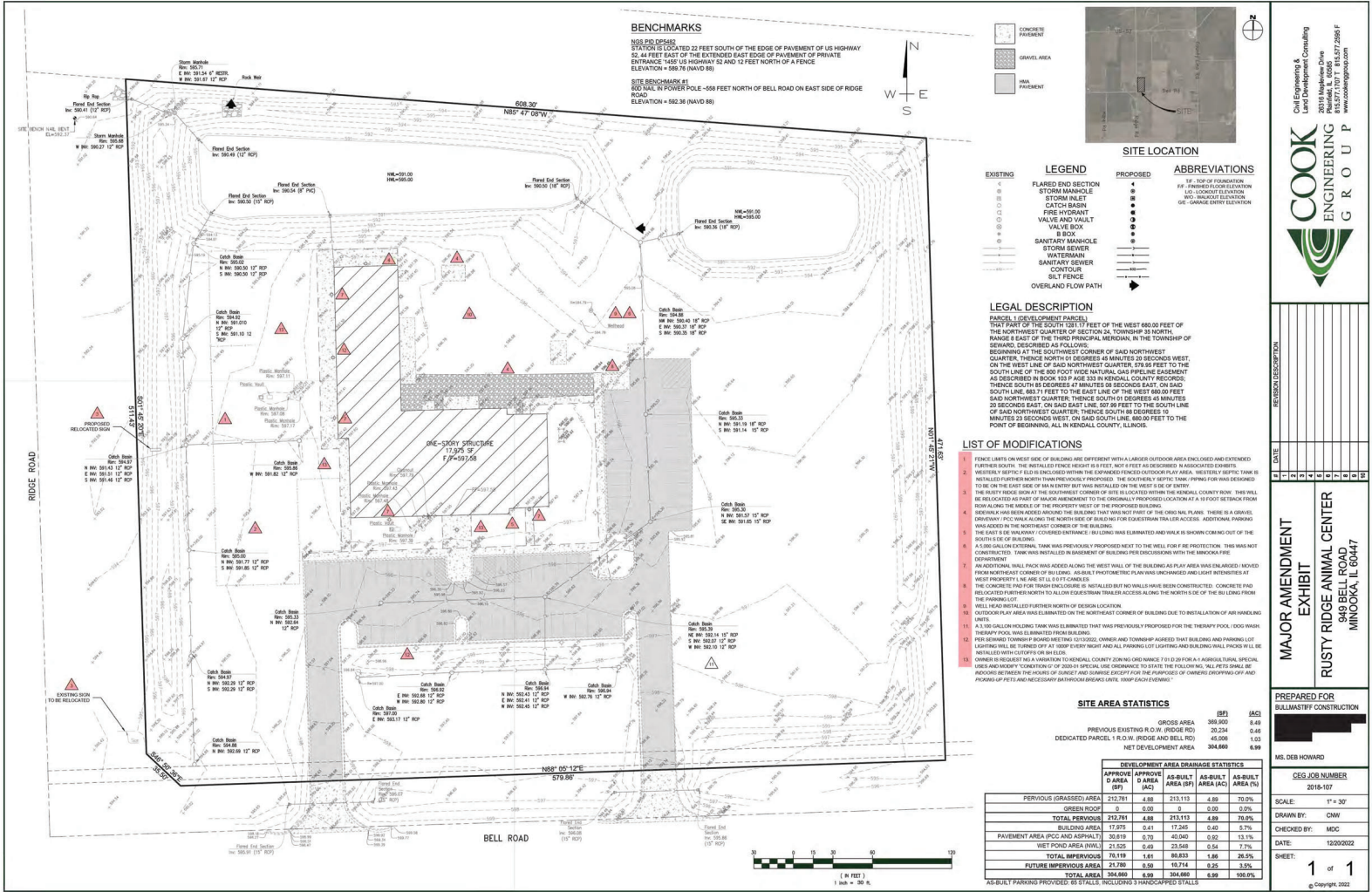
*That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood.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

## **RECOMMENDATION**

Approval subject to the following conditions and restrictions:

1. Condition 2.A of Ordinance 2020-01 is hereby repealed in its entirety and is replaced with the following:  
  
“The site shall be developed substantially in accordance with the submitted site plan, landscaping plan, and photometric plan.”
2. Condition 2.E of Ordinance 2020-01 is hereby repealed in its entirety and is replaced with the following:  
  
“All vegetation and berms shall be installed by June 15, 2023. The Planning, Building and Zoning Committee may extend this deadline upon request of the property owner. Damaged or dead vegetation shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.”
3. Condition 2.G of Ordinance 2020-01 is hereby repealed in its entirety and is replaced with the following:  
  
“All pets shall be indoors between the hours of sunset and sunrise except for the purposes of owners dropping-off and picking-up pets and necessary bathroom breaks until 10:00 p.m. each evening. This provision is a variance to a requirement contained in Section 7:01.D.29 of the Kendall County Zoning Ordinance.”
4. The remaining conditions and restrictions contained in Ordinance 2020-01 shall remain valid and effective.
5. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
6. If one or more of the above conditions or restrictions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
7. These major amendments to an existing special use permit and variance shall be treated as covenants running with the land and are binding on the successors, heirs, and assigns as to the same special uses conducted on the property.

EXHIB C



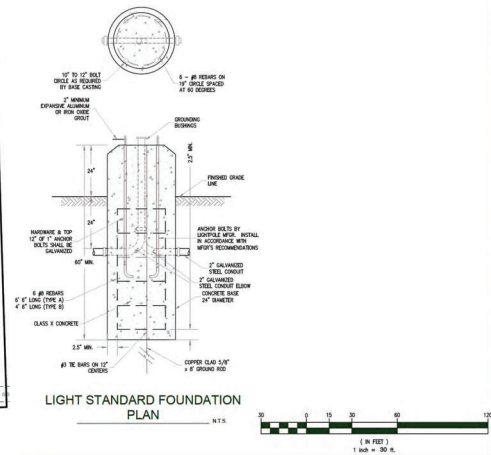
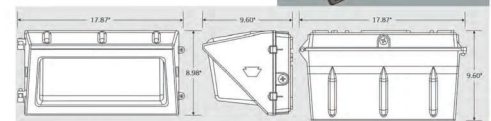
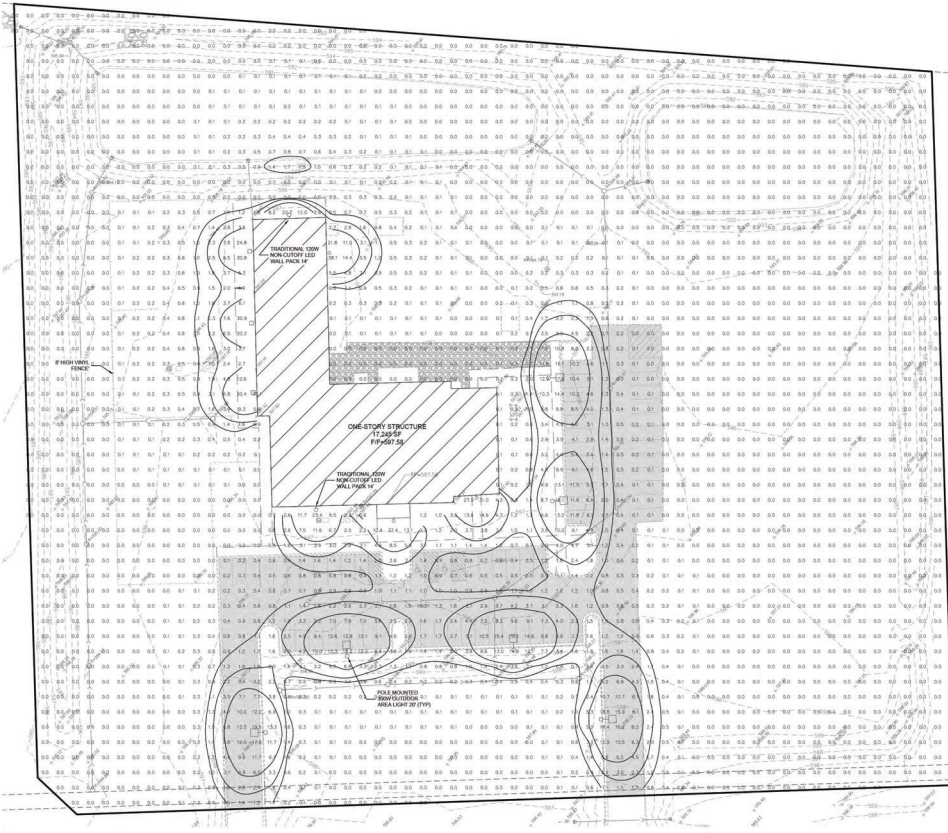
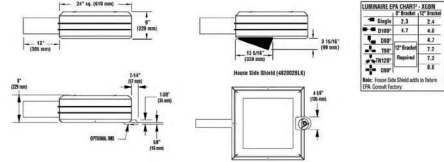




LUMINAIRE SCHEDULE						
CALIBRT	SYMBOL	QUANTITY	HEIGHT ELEVATION	LUMENS / LAMP	MOUNTING	DESCRIPTION
P		6	30'	30000	POLE	Pole Mounted 300W Outdoor Area Light
W12		3	12'	16000	WALL	Traditional 120W Non-Cutoff LED Wall Pack
W12		3	12'	16000	WALL	Traditional 120W Non-Cutoff LED Wall Pack
W14		2	14'	16000	WALL	Traditional 120W Non-Cutoff LED Wall Pack

GENERAL PHOTOMETRIC SCHEDULE	
MAXIMUM FOOT-CANDELS	38.1
AVERAGE FOOT-CANDELS	0.87
MINIMUM FOOT-CANDELS	0.0
MAXIMUM TO MINIMUM FO. RATIO	38.10 / 0.00
AVERAGE TO MINIMUM FO. RATIO	0.87 / 0.00

ENR01E



AS-BUILT PHOTOMETRIC PLAN	
RUSTY RIDGE ANIMAL CENTER	
948 BELL ROAD	
MINOOKA, IL 60447	
PREPARED FOR ILLUMINARTY CONSTRUCTION	
MS. DEB HOWARD	
DESIGN JOB NUMBER 2018-107	
SCALE: 1" = 30'	
DRAWN BY: GRC	
CHECKED BY: MDC	
DATE: 12/20/2022	
SHEET: 1 of 1	
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